

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 70
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 04/11/2003	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) FPRI ID/IQ MARC UNR		
6. ISSUED BY U.S. Army Corps of Engineers - Omaha District Old Federal Building - 3rd Floor (CENWO-CT-E) 106 S 15th Street Omaha, NE 68102-1618	CODE DACA45	7. ADMINISTERED BY (If other than Item 6) SEE ITEM 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(√)	9A. AMENDMENT OF SOLICITATION NO. DACA45-03-R-0027
				×	9B. DATED (SEE ITEM 11) 03/21/2003
					10A. MODIFICATION OF CONTRACTS/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers tended. is extended, is not ex-

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (√) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE ATTACHED SECTIONS ARE TO BE REPLACED IN FULL:

- SECTION B
- SECTION C
- SECTION H
- SECTION L
- SECTION M

THE FIRST THREE PAGES OF SECTION J ARE TO BE REPLACED.

OFFERORS ARE TO ACKNOWLEDGE THIS AMENDMENT ON THE SF33.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

Section B – Supplies or Services & Prices/Costs

1. Total Amount of Contract -

The total shared contract capacity for the contracts awarded under this solicitation shall not exceed \$200,000,000.00. There is no limit of the number of Task Orders that may be executed. The Task Orders executed shall not exceed the total capacity amount.

2. Guarantee -

The contract(s) awarded under this solicitation shall have a total guaranteed minimum amount of \$75,000.00 for the base period and any option period exercised by the Government. The guaranteed minimum may be met with the obligation of a task order meeting or exceeding the guarantee amount.

3. Contract Definition -

The Government contemplates award of up to three (3) Fixed Price Indefinite Delivery/Indefinite Quantity (ID/IQ) Multiple Award Remediation Contracts (MARC) for Environmental Remediation Services under NAICS code 562910 on a full and open competitive basis. **The individual task orders issued under the resulting contract(s) will be firm-fixed price and will require insurance specified in Section H and indemnification requirements and may or may not require bonding requirements.** The contract(s), in support of the US Army Corps of Engineers (USACE) and its customers located anywhere within the United States, including the territories of Puerto Rico and the Virgin Islands, may be awarded as a result of this solicitation to the offeror(s) that provide the best value to the Government using a tradeoff process. The contract(s) awarded will be for a wide range of environmental remediation services, including incidental construction and incidental engineering services, at various known or suspected Environmental Remediation (ER) sites, in order to achieve the primary objective at most sites - regulatory closure.

4. Performance Period(s) -

The contract(s) will have a basic performance period of three (3) years and one (1) option period for two (2) years, or until the shared contract capacity of \$200,000,000.00 is reached, whichever occurs first.

5. Pricing –

Specific objectives/milestones and pricing information for the services to be performed under this contract will be included in each task order issued under the contract. Refer to Section L of this solicitation for Cost Data and other information that is required for submittal with your proposal. In addition, in consideration of the performance under these contract(s), pursuant to task orders duly issued by the Authorized Contracting Officer, the contractor(s) shall be paid consideration determined in each task order. Such consideration shall constitute complete payment for services performed under this contract. Price reasonableness will be evaluated for the base contract(s) and all follow-on task orders. All Offeror's are encouraged to be responsible and provide reasonable rates so as not to create a materially unbalanced bid.

The Government will require some level of detail to properly analyze the pricing on a task order by task order basis so that the Contracting Officer can document that the price is "fair and reasonable". However, the level of detail may vary depending upon the project and the level of complexity. In any case, the Government will request the Contractor to provide a cost breakdown, which specifies the

proposed labor mix (with extended costs), travel costs, other direct costs, and insurance premium costs along with the underlying assumptions to support those costs and their technical approach.

All total hourly rates indicated in Table 1 – Labor Rates of this Section B shall include Overhead and General & Administrative costs and shall be **inclusive** of any Profit. Profit will not be analyzed separately. It is the Government's intent to evaluate cost and in addition, the rates provided would be used as a *basis* for negotiation of future task orders. Each Task Order will have its own wage rates incorporated, but the rates proposed in Table 1 should be the rates that the contractor should apply when pricing follow on Task Orders and work performed under the sample project. Therefore, the contractor is encouraged to use their best business judgment when providing the rates for the personnel in Table 1 in order to provide fair and reasonable, fully loaded labor rates that will be competitive when compared to other Offerors.

The Offeror shall fill out one Table 1 only. Table 1 shall show the loaded rates of the Offeror and all subcontractors. The Offeror may not have all personnel on staff. Therefore, if those personnel are subcontracted, their loaded rates shall be provided in the tables as well. All subcontracted personnel shall be identified in the tables by the following "(SUB – Firm Name)" after the title of the subcontracted personnel. For example, Certified Industrial Hygienist (SUB – ABC Corp.).

Note: If during the Contract Period of Performance, the Contractor's original subcontracted personnel are no longer available to the Prime, the Prime shall be responsible for negotiating the labor rates for those personnel making sure to provide the "best value" to the Government.

The offeror should provide its Cost Containment Insurance Premium as a Percentage Overall of Contract Price in the place provided under Table 1. This is a general range, which will be used as part of the "best value" evaluation purposes. The Government recognizes that insurance premiums are directly related to project risk, however, the Government will be evaluating **contractor performance risk**. The Cost Containment Insurance Premium Percentage is to only include the costs directly paid to the insurance company for binding. **This Percentage will measure how risky your Firm is viewed by your Insurance Firms. It will be their best estimates of your ability in performing the work under Section C of this Solicitation only. This rate will be based upon real projects having a total cost of no less than \$1,000,000 and no more than the total contract capacity.**

6. Table 1 -

* The estimated hours in Table 1 below are the Government's best estimate of the labor mix at this time for the base years and option years for this contract. However, actual labor hours used may vary upwards or downwards from the estimate. These numbers are for evaluation purposes only. Offerors are instructed to provide the labor rates for each labor category and calculate out the total cost for each of the personnel listed, totaling the extended amount columns.

The Offeror is requested to provide pricing that would cover Service Contract Act and Davis Bacon Act Labor Rates recognizing that the Government will use those rates in evaluation of the "best value" to the Government using a tradeoff process. Current Service Contract Act and Davis Bacon Act Labor Rates will be provided for each individual task order issued, as appropriate.

Table 1 – Labor Rates
(Total Hourly Rates - Includes All Markups Including Profit)

Discipline	Total Hourly Rate for Base Period	Number of hours to use for calculation purposes only*	Extended Amount Base Period	Total Hourly Rate for Option Period	Extended Amount for Option Period
Program Manager		1000			
Project Manager		20000			
Site Superintendent/On-Site Supervisor		25000			
Chemist		10000			
Civil Engineer		7500			
Procurement Manager		20000			
Engineer Technician		25000			
Certified Industrial Hygienist (CIH)		1000			
Site Safety And Health Officer (SSHO)		2500			
Regulatory Specialist		15000			
Biologist		1500			
Contractor Quality Control Supervisor (QCS)		1500			
Environmental Engineer		1000			
Risk Assessor		1500			
Hazardous Waste Specialist		15000			
Contracts Manager		1500			
Cost Control Engineer		10000			
Specification Editor/Technical Writer		3500			
GIS Specialist		2500			
Draftsperson/CADD Operator		2500			
Word Processor		100000			
Clerical		50000			
TOTAL *		317500			

Cost Containment Insurance Premium as a Percentage Overall of Contract Price:

_____ % to _____ %.

(End of Section B)

Section C – Description/Specs/Work Statement

1. GENERAL –

Work shall consist of a wide range of environmental remediation work activities at various Installations/locations throughout the United States outlined in this Section C. Work at military and civilian sites shall be executed to meet the milestones/objectives in site-specific performance-based scopes of services, and will be awarded as fixed-price task orders against the base contract(s). The Contractor shall have the capability and experience to perform, or provide, a wide range of investigative, incidental design, incidental construction, and remediation services required for hazardous and toxic waste sites. Work will include, but is not limited to, site investigations/characterizations, studies, evaluations, incidental designs, incidental construction, and remediation of contaminated sites. Various Corps Districts may administer the follow on task orders against the base contract(s) resulting from this solicitation. The concept of this fixed price contract is that the successful Contractor(s) will be awarded an ID/IQ MARC where up to three (3) contractors will compete for Task Orders issued. An indemnification package will be required for each Task Order awarded as specified in Section H. The required insurance policy for each Task Order awarded is to cover all known and unknown conditions/contamination at the identified site(s) within the scope of services, as specified in Section H. The Contractor(s) may be required to furnish Performance and Payment Bonds on task orders if so determined to be necessary by the Contracting Officer. The contractor(s) will also provide a 5-year warranty for each site as specified in Section H. In addition, high-level radioactive waste, unexploded ordnance, and chemical warfare material will not be covered by this contract.

The Government contemplates award of up to three (3) Fixed Price Indefinite Delivery/Indefinite Quantity (ID/IQ) Multiple Award Remediation Contracts (MARC) for Environmental Remediation Services under NAICS code 562910 on a full and open competitive basis. The individual task orders issued under the resulting contract(s) will be firm-fixed price and will require cost overrun insurance and indemnification requirements and may or may not require bonding requirements. The contract(s), in support of the US Army Corps of Engineers (USACE) and its customers located anywhere within the United States, including the territories of Puerto Rico and the Virgin Islands, may be awarded as a result of this solicitation to the offeror(s) that provide the best value to the Government using a tradeoff process. The contract(s) awarded will be for a wide range of environmental remediation services, including incidental construction and incidental engineering services, at various known or suspected Environmental Remediation (ER) sites, in order to achieve the primary objective at most sites - regulatory closure.

The US Army Corps of Engineers customers are that will be supported under this contract are the following commands, programs, and customers:

- Army Major Commands including but not limited to:
 - Forces Command (FORSCOM)
 - Army Material Command (AMC)
 - Training and Doctrine Command (TRADOC)
- Dept. of Army, Base Realignment and Closure Program (DA BRAC)
- Air Force Major Commands including but not limited to:
 - HQ Base Closure Agency (HQBCA)
 - Air Combat Command (ACC)
- Formerly Used Defense Sites Program (FUDS)

- Army Environmental Center (AEC)/Installation Management Agency (IMA)
- Environmental Protection Agency (EPA) and other civilian USACE customers

2. PRICING –

The ID/IQ MARC Type contract(s) will be issued on a Firm Fixed-Price basis using performance-based scopes of services for each Task Order awarded. The contract(s) will have a base period of three (3) years with one (1) two (2) year option period, resulting in a possible 5-year contract to execute the work. Each Task Order's period of performance will be determined during the request for proposal stage and finalized during the negotiation stage, which will also dictate the time period for the cost containment insurance with indemnification. The contractor shall perform any required follow-on monitoring or testing during the five (5) year warranty period. **All task orders will require Insurance specified in Section H with Indemnification Requirements and may require Performance and Payment Bonds depending upon the site-specific scope of work requirements.** The Contracting Officer will notify the Contractor(s) in the site-specific request for proposal for each task order if Performance and Payment Bonds are required for that Task Order.

3. REGULATORS –

It is anticipated that the Contractor shall work directly with regulators on all aspects of their work. The Contractor shall be responsible for maintaining the good working relationship established with these agencies. The regulatory agencies have the authority to require any and all documents to be sent to the agency for work being performed under an individual Task Order. The US Army Corps of Engineers and its customers will review and comment on all documents prior to or concurrent with the submission to regulatory agencies.

The Contractor shall notify USACE and its customer(s) of any meetings with regulatory agencies. The Government shall be afforded the opportunity to attend any meeting. USACE and its customers shall receive copies of all correspondence between the Contractor and the regulatory agencies.

4. DESCRIPTION OF WORK – THE LEVEL OF DETAIL, OVERSIGHT, APPROVALS, ETC., MAY VARY PER THE INDIVIDUAL TASK ORDER. VARIATIONS WILL BE SPECIFIED IN THE FOLLOW-ON TASK ORDER(S).

4.1. GENERAL – This contract will be utilized to perform environmental remediation services at hazardous waste sites on various Environmentally Contaminated Sites. Work may include, but are not limited to, the various tasks identified in Paragraph 1 of this Section C. This contract requires the Contractor to furnish all plant, labor, materials and equipment necessary to meet the site objectives for each site as identified in the site specific scope of services for each Task Order. Work issued under this MARC ID/IQ Type Contract will be Firm Fixed-Price utilizing both Service (Contract Act) and/or Construction (Davis-Bacon) wage rates when any incidental construction is expected. The Contractor shall provide personnel possessing necessary training required by the Occupational Safety and Health Administration (OSHA) and all other applicable federal and state regulations. The Contractor shall provide all support activities necessary to ensure the safe and effective accomplishment of project criteria within the agreed upon milestones for the project. The Contractor shall also develop and implement a Quality Control Program, in conformance with all federal and state regulatory requirements, for all work performed under this contract.

4.2. TYPE OF SERVICES. The technical requirements herein are intended to provide a general understanding of the functions that the Contractor may be required to perform. In no way do the technical requirements described herein limit the activities that may be required under the terms to this contract and the physical conditions that may be encountered.

4.2.1. ENVIRONMENTAL REQUIREMENTS. The Contractor shall identify all applicable or relevant and appropriate Federal, State and Local laws, regulations, and guidance and perform the work in full compliance with said laws and regulations. The Contractor shall ensure that all activities performed by its personnel, subcontractors and suppliers are executed in accordance with said laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer and installation or customer by written notice. Nothing in this contract shall relieve the Contractor of its responsibility to comply with these laws and regulations. The Contractor shall investigate the requirements for and obtain all Environmental Permits, Licenses, Approvals, and/or Certificates necessary to accomplish the work specified. When the work to be performed requires clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits, with the assistance of the facilities point of contact, prior to initiation of any drilling or excavating operations. Contractors on Environmental Sites are required to perform their own utility checks based on installation supplied utility maps as identified in the site-specific scope of work for each task order. The Contractor shall comply with all installation or site-specific time and procedural requirements (federal, state, and local) described in the permits obtained. (There may be instances where the Federal Installation may acquire site-specific permits for work performed on Federal Facilities).

4.2.2. HEALTH AND SAFETY REQUIREMENTS. The Contractor shall produce and implement a written Safety and Health Program meeting the requirements of the federal, state, and local laws and regulations and approved by the Contracting Officer. The Contractor shall ensure that its subcontractors, suppliers and support personnel follow all safety and health provisions established in the approved SSHP for the site. The Government reserves the right to stop work under this contract for any violations at no additional cost. The Government will verify that corrective action has been implemented and will allow the Contractor to continue performance under the contract. As a minimum, the SSHP shall contain the following elements:

1. Site description and contaminant characterization.
2. Safety and health hazard(s) assessment and risk analysis for each site task and operation.
3. Accident prevention per EM 385-1-1, "Safety and Health Requirements Manual."
4. Safety and health staff organization and responsibilities.
5. Site specific training. (i.e., initial training, such as the OSHA 40-hour training, 8-hour supervisor training, CPR, etc., is to be covered in the Corporate Safety and Health Program.)
6. Site specific medical surveillance parameters (i.e., any special tests for site contaminants not included in the ongoing medical surveillance program covered in the Corporate Safety and Health Program).
7. Personal Protective Equipment (PPE) to be used and establishment of action levels for upgrades or downgrades of PPE.

8. Monitoring and sampling (including on-site and perimeter air sampling, heat and cold stress, noise, and radiation monitoring).
9. Safety and health work precautions and procedures.
10. Site Control Measures.
11. Personnel and equipment decontamination facilities and procedures.
12. On-site first aid and emergency equipment. At least one person currently certified in standard First Aid by the American Red Cross or equivalent agency shall be present on-site at all times during site operations.
13. Emergency response plan and contingency procedures (on-site and off-site).
14. Logs, reports, and record keeping.
15. Accident Reporting

4.2.3. SITE CHARACTERIZATION/INVESTIGATION. The investigative services to be provided generally consist of, but not limited to, performing field activities to determine the geology, groundwater conditions, contaminant concentration, contaminate migration, installation of monitoring wells or other monitoring devices, sampling, chemical testing and foundation characteristics in order to meet the scope of services/milestone objectives.

4.2.4. STUDIES AND REPORTS. The Contractor shall perform/prepare reports, investigations, and studies as required by regulatory agencies or as required to meet the scope of services/milestone objectives. Work may include risk assessments, fate and transport, groundwater modeling or other techniques as necessary to determine the potential risks to human health and the environment and to determine remediation goals. For studies (ie. CMS, RI/FS) the Contractor will summarize all known site information and develop, describe and evaluate potential alternatives for remediation. In addition, the study will recommend an optimal alternative with cost estimates. Considerations in selecting and recommending an alternative should include, but not be limited to:

- Human and Environmental Safety/Risks
- Federal, State and Local laws and Regulations
- Technical Feasibility
- Ease of Implementation
- Institutional Factors
- Present and Future Costs

4.2.5. QUALITY CONTROL TESTING. Chemical Quality Control shall be provided whenever sampling or analysis for chemical constituents is required in order to meet the scope of services/milestone objectives. Quality control for traditional soils or geotechnical testing shall also be included. The laboratory(ies) to be used by the Contractor shall be NELAP or USACE certified.

The Contractor may also establish an on-site testing laboratory at the project site if determined necessary by the contractor. However, this on-site testing shall meet the requirements of EPA and any specific state regulator requirements.

4.2.6. SUPPORT OF REMEDIAL ACTIONS. The Contractor may be required to provide incidental engineering services to support the remedial action in order to meet the scope of services/milestone objectives. These services may include, but are not limited to the following:

Provide structural, mechanical, electrical, architectural, geotechnical, geological, civil, environmental, cost engineering, constructability reviews, or other incidental engineering support required to meet the scope of services milestones/objectives. Engineering documents shall be representative of industry or Government standards for drawings and specifications or by performance specifications. Copies of all documents produced by the Contractor shall be provided to the Government. Engineering Documents may include, but are not limited to:

Design Analysis, which will contain the criteria, design assumption, calculation, and other pertinent data.

Contractor Developed Performance specifications.

Computer Aided Design Drafting (CADD) generated drawings.

The Contractor may be required to produce record drawings, modifications, or as-built drawings.

4.2.7. REMEDIATION. The Contractor will perform all necessary fieldwork in order to meet the scope of services milestones/objectives. The Contractor shall specify and perform any and all necessary quality control and verification testing, at required frequencies, in order to adequately control and monitor the response action/remedial action. Remediation may or may not be performed in conjunction with site characterization activities. The Contractor shall perform remediation activities, examples of which include but not limited to, removal activities involving debris, demolition, buried drums, Underground Storage Tanks (UST)/Above Ground Storage Tank (AST) removals, excavation, incidental construction activities, and other intrusive activities in order to meet the scope of services milestones/objectives.

5. Project Management -

The Contractor(s) selected for the Contract(s) shall have the experienced personnel to perform, or provide, a wide range of services required for responses to releases at Environmental Remediation sites. The requirements for on-site and off-site personnel may differ for each task order.

Key Management Personnel and their qualifications are identified in Paragraph 5.1. of this Section C.

NOTE: The Contracting Officer shall approve all Replacement Key Personnel. Resumes of these individuals shall be required as part of task order proposals or whenever a change in personnel is to occur, in order to verify the replacement meets the qualifications of the solicitation.

5.1. Key Management Personnel -

(1) **Program Manager** - The offeror shall designate one individual as the Program Manager that will be assigned to this contract. The Program Manager shall be competent, experienced, and knowledgeable in the field of Environmental Remediation, and act as the primary point of contact (POC) for coordination with USACE, regulators, public interests, and the customer. The Program Manager shall be responsible for the overall management of the contract

including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Program Manager shall also oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager should have the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field.

Professional registration, in their respective field, if appropriate.

Five (5) years experience in Program Management for other contracts/programs with a minimum of three (3) years working experience in Environmental Remediation sites.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

Experience and/or a working knowledge in Risk Management and Cost Containment (cost cap/stop loss) Insurance.

A basic understanding of Firm-Fixed Price Contracts.

(2) **Certified Industrial Hygienist** - The Contractor should designate and utilize at least one individual as the certified industrial hygienist (CIH) to develop, implement, and oversee all safety and health related aspects of Environmental Remediation work under this Contract and any individual task orders. The CIH should have the following qualifications:

Certification by the American Board of Industrial Hygiene (ABIH).

A minimum of a 4-year college degree in a related field from an accredited postsecondary institution.

A minimum of three (3) years working experience in Environmental Remediation site activities.

Demonstrated experience in air monitoring techniques and in development of respiratory protection and personal protective equipment programs for working in potentially toxic atmospheres and confined spaces.

Working knowledge of applicable federal, state, and local occupational safety and health regulations.

(3) **Contracts Manager** - The Contractor should designate one individual to perform the function of Contracts Manager who will ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists etc.) are performed in accordance with all terms of this Contract and any individual task orders. Also where applicable, the Contracts Manager will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Contracts Manager should have the following qualifications:

A college degree including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively, the Senior Contracts Manager may have completed an examination equivalent to a

Certified Professional Contracts Manager through the National Contracts Management Association.

Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

Training in acquisition, contract administration, cost and price analysis related to federal acquisition and firm-fixed price contracting experience.

Experience and/or working knowledge of risk management and Cost Containment (cost cap/stop loss) Insurance.

An understanding of Firm Fixed Price Contracts and Subcontracts

(4) **Project Manager(s)** – The Contractor will provide a trained and experienced Project Manager (PM) for each Task Order awarded. The Contractor will identify the PM and the PM's qualifications with the submittal of its proposal for the Task Order to be issued. The PM shall serve as the single point of contact for the Task Order, and shall be responsible for the management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE, the regulators, and the customer for the duration of the project, including monthly progress and cost reporting, if applicable. The Project Manager should have the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field and professional registration.

Professional registration, in their respective field, if appropriate.

A minimum of five (5) years Project Management experience, with a minimum of three (3) years in Environmental Remediation projects.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

Experience and/or working knowledge of risk management.

A basic understanding of Firm-Fixed Price Contracts.

(5) **Risk Assessor (RA)** - The Contractor should designate and utilize a Risk Assessor who shall ensure that all risk assessment (human health and ecological) goals of the task order are attained. The Risk Assessor should have the following qualifications:

An advanced degree in toxicology, environmental toxicology, or a closely related field, to include public health, environmental health, epidemiology, industrial hygiene, environmental engineering, or environmental science.

A RA holding a Ph.D. in the appropriate field should have at least three (3) years of experience performing risk assessments at Environmental Remediation sites, or a RS holding a Master of Science degree in the appropriate field should have at least five (5) years of experience performing risk assessments at Environmental Remediation sites.

Working knowledge of Federal and State Regulations and Guidance dealing with risk assessments.

6. CONTRACTOR QUALITY CONTROL FOR FIELD ACTIVITIES (CQC) –

6.1. IMPLEMENTATION

6.1.1. WORK PLAN (WP). The Contractor is required to submit work plans as required by appropriate regulatory agencies in order to meet the scope of services milestones/objectives.

6.1.2. PRE-FIELD ACTIVITY PLANNING. The Contractor is responsible for conducting all pre-field activity planning in order to meet the scope of services milestones/objectives.

6.1.3. WP DEVELOPMENT. The Contractor shall prepare draft work plans and submit to Contracting Officer and the regulatory agencies concurrently for review. The draft WP(s) will be reviewed and comments provided by the Government within (15) fifteen calendar days of receipt of the draft WP. The comments are for the Contractor's consideration in the Final WP submitted to the regulatory agencies. The Contractor shall provide an informational copy of the Final WP submitted for regulatory review to the Contracting Officer and the customer.

6.1.4. WP ACCEPTANCE. Regulatory acceptance of the Contractor's Work Plan(s) is required prior to start of field mobilization. The Contractor shall provide any revisions to the Final Work Plan(s) as a result of regulatory review as informational copies to the Contracting Officer and the Installation/Customer.

6.1.5. WP EXECUTION. During execution of all activities, the Contractor shall follow the approved Final WP. The regulatory agencies must approve, in writing, any deviation from the Final WP and information copies of the deviation shall be provided by the Contractor to the Contracting Officer and the Installation/Customer.

6.2. PUBLIC RELATIONS/PUBLIC COMMENT. The Contractor will comply with all provisions of the public relations plan for remedial activities. This will include the production and publication of the notices required by regulatory agencies. All public relation activities require prior approval by the installation. The Contractor will be required to actively participate in public meetings and public relation activities.

6.3. ON-SITE ACTIVITIES. Contractor Quality Control (CQC) Program is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the regulatory and contractual requirements. The installation representative shall be notified at least 24 hours in advance of any QC testing.

6.3.1. SAFETY INSPECTIONS. A review of the appropriate activity hazard analysis by the Contracting Officer will be conducted to ensure safety requirements have been met. The Contractor shall perform daily safety inspections of the job-site and the work in progress to ensure compliance with EM 385-1-1 and other occupational health and safety requirements. Daily Quality Control reports shall be used to document the inspection and shall include a notation of the safety deficiencies observed and the corrective actions taken. The Contractor shall use his designated Quality Control Staff, including the SSHO, to perform the required inspections and shall supplement the staff with additional personnel as required.

6.4. ENFORCEMENT. The Contractor shall stop work on any item or feature, pending satisfactory correction of any deficiency noted by his Quality Control staff, safety and health staff or by appropriate regulatory agencies. If work has been stopped by the Contractor's QC or the safety and

health staff, the Contractor shall notify the installation representative or customer and the Contracting Officer.

6.5. NOTIFICATION OF NONCOMPLIANCE. The Contracting Officer will notify the Contractor of any noncompliance. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or its authorized representative at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor or its representative fails or refuses to comply promptly with the notice, the Contracting Officer may stop all or any part of the work until satisfactory corrective action has been taken at no additional cost to the Government.

6.6. FINAL ACCEPTANCE INSPECTION. For all sites requiring remediation, the Contractor's Quality Control Inspection personnel, its superintendent or other primary management person, and the Contracting Officer's representative will be in attendance at the Final Inspection. Additional Government personnel including, but not limited to, those from Base/Post or Civil/Facility Engineer, user groups, and major commands may also be in attendance. The Contracting Officer or his representative, based upon notice from the Contractor will formally schedule the final acceptance inspection. This notice will be given to the Contracting Officer at least 2 days prior to the Final Acceptance Inspection date. It must include the Contractor's assurance that all specific items previously identified as unacceptable, along with all remaining work performed under the contract will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection could be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection costs. At this time, the Contractor and the Government will inform the facility what future corrective actions may need to be taken to completely remediate the site.

7. TECHNICAL AND REGULATORY REPORTS –

The Contractor shall prepare draft reports and submit to the Contracting Officer with concurrent submission to the applicable Installation/Customer for review prior to submission to regulatory agencies. The draft document will be reviewed and comments provided by the Government within (15) fifteen calendar days of receipt of the draft. The comments are for Contractor's consideration in the final report submitted to the regulatory agencies. An informational copy of the final report submitted for regulatory review shall be provided by the Contractor to the Contracting Officer and the Installation. The Contractor shall provide any revisions to the final report as a result of regulatory review as informational copies to the Contracting Officer and the Installation.

Decision Documents (DD). The Contractor shall prepare the decision document and submit to Contracting Officer for review and approval prior to submission of the document to regulatory agencies. The decision document will be reviewed and approved or rejected by the Government within approximately (90) ninety calendar days of receipt of the decision document. If the decision document is rejected, the Government will document its decision and provide it to the Contractor.

8. PERFORMANCE BASED CONTRACT/TASK ORDER – QUALITY ASSURANCE SURVEILLANCE PLAN –

The Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Contract/Task Order. The QASP details how and when the Government will survey, observe, test, sample, evaluate, and document contractor performance according to the Performance Work Statement (PWS). The Government's QASP and the contractor's Quality Control Plan work together to ensure project performance standards are met.

The QASP is written concurrently with the PWS because what is written into the PWS influences what is put into the QASP. Additionally, development of the QASP will force the PBC Team to make sure that outputs and procedures in the PWS are measurable.

The QASP focuses on the quality, timeliness, etc. of the performance outputs to be delivered by the contractor, and not on the steps required or procedures used to provide the product or services.

Using quality assurance controls or surveillance specified in the QASP, the PBC Team can determine if contractor-provided service meets the quality standards required in the contract. The QASP is critical to smooth and effective contract administration.

9. DEFINITIONS –

The following terms used in this solicitation are defined for informational purposes as follows (in addition, follow-on task orders may contain further CERCLA and/or RCRA terminology that will be used in conjunction with this Section C):

9.1. Unexploded Ordnance: Military munitions that have been primed, fused, armed, or otherwise prepared for action, and have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installation personnel, or material and remain unexploded either by malfunction, design, or any other cause. *(UXO IS NOT COVERED UNDER THIS CONTRACT)*

9.2. Ordnance and Explosives: Ammunition, ammunition components, chemical or biological warfare material or explosives that have been abandoned, expelled from demolition pits or burning pads, lost, discarded, buried, or fired. Such ammunition, ammunition components, and explosives are no longer under accountable record control of any DOD organization or activity. Soils with explosive constituents are considered OE if the concentration is sufficient to be reactive and present an imminent safety hazard. *(OE IS NOT COVERED UNDER THIS CONTRACT)*

9.3. High Level Radioactive Waste: NRC defines HLRW in 10 CFR 72 as the highly radioactive material resulting from the reprocessing of spent nuclear fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in concentrations that require isolation. *(HIGH LEVEL RADIOACTIVE WASTE IS NOT COVERED UNDER THIS CONTRACT)*

9.4. Chemical Warfare Material (CWM): An item configured as a munitions containing a chemical substance that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. CWM also includes V- and G- series nerve agent, H-series blister agent, and lewisite in other than munitions configurations. Due to their hazards, prevalence, and military-unique application, chemical identified sets (CAIS) are also considered CWM. CWM does not include: riot control agent, chemical herbicides; smoke and flame producing items, or soil, water, debris, or other media contaminated with chemical agent. *(CWM IS NOT COVERED UNDER THIS CONTRACT)*

9.5. Unknown Site: A site not identified in a specific task order.

9.6. No Further Action: Written notice from the governing regulator indicating that the response/remedial action is complete and that no further remediation is required.

9.7. Low-Level Radioactive Waste (LLRW): Both the Nuclear Waste Policy Act of 1982 and the Low-Level Radioactive Waste Policy Amendments Act of 1985 define LLRW as radioactive material that (a) is not high-level radioactive waste, spent nuclear fuel, transuranic waste, or byproduct material as defined in Section 11(e)(2) of the Atomic Energy Act of 1954 and (b) consistent with existing law, is classified by NRC as LLRW. The NRC has a LLRW classification system codified at 10 CFR Section 61.55. NRC classifies waste to set criteria for the construction of new LLRW disposal facilities. The classification system is not intended to be used for reasons beyond the scope of that objective by the NRC.

9.8. Decision Document (DD): The Army has adopted the term “Decision Document” for the documentation of a removal action, Interim Removal Action (IRA), or RA decision at CERCLA non-NPL installations or RCRA Corrective Actions. Decision Documents must be forwarded and signed by appropriate officials (Installation Commander is approval authority for Army and Regulators must then approve of document). Sufficient staffing time must be allowed for. The approval authority for the DD is also the approval authority for the Completion Report.

9.9. Completion Report: Prior to the completion of the RA operations, a report is prepared, for signature, with certification that the RA project was conducted in accordance with the DD, the site no longer constitutes a threat to public health, welfare, or the environment, and that further RAs are not necessary. The approval authority on this report is the same as the DD.

9.10. Response Action: An action involving either a short term removal action or a long term removal response that may include, but is not limited to, removing hazardous materials from a site for treatment or containment; containing the waste safely on site; treating the waste safely on site; and identifying and removing the source of contamination and halting further migration of contaminants.

9.11. Site Close-out (SC): For the purpose of this document, SC is the completion of all RA activities as stated in the DD, and acceptance of the completion report by authorities as stated in paragraph 1.1.7 Decision Documents above.

9.12. Preliminary Assessment (PA): Initial analysis of existing information to determine if a release may require additional investigation or action.

9.13. Remedial Investigation (RI): Process undertaken to determine the nature and extent of the problem presented by a release, which emphasizes data collection and site characterization.

9.14. Feasibility Study (FS): A study undertaken to develop and evaluate alternatives for remedial action.

9.15. Operations and Maintenance (O&M): Activities required to maintain the effectiveness of response actions.

9.16. Field Sampling Plan: Document that provides guidance for all field work by defining in detail the sampling and data gathering methods to be used on a project. Part of the Sampling and Analysis Plan that is prepared prior to any non-emergency site sampling activities.

9.17. Human Health Risk Assessment: Characterizes the nature and extent of potential adverse impacts from contaminants found in the air, soils, and/or water at the site. The risk assessment process synthesizes available data on exposure of specified receptors and the toxicity of contaminants to estimate the associated risk to human health.

9.18. Natural Attenuation: The naturally occurring process in soil and groundwater environments that act without human intervention to reduce the mass, toxicity, mobility, volume, or concentration of contaminants in those media.

9.19. Quality Assurance Project Plan: (as stated in the National Contingency Plan) A written document, associated with remedial site sampling activities, which presents in specific terms the organization (where applicable), the objectives, functional activities, and specific quality assurance and quality control activities designed to achieve the data quality goals of a specific project or continuing operation. The quality assurance project plan is prepared for each specific project or continuing operation (or group of similar projects or continuing operations). Part of the Sampling and Analysis Plan that is prepared prior to any non-emergency site sampling activity.

9.20. Remedial Action (RA) or Remedy: (as stated in CERCLA) Actions consistent with permanent remedy taken instead of or in addition to removal actions in the event of a release or threatened release of a hazardous substance into the environment, to prevent or minimize the release of hazardous substances so that they do not migrate to cause substantial danger to present or future public health or welfare or the environment. The term includes, but is not limited to, such actions at the location of the release as storage, confinement, perimeter protection using dikes, trenches, or ditches, clay cover, neutralization, cleanup of released hazardous substances and associated contaminated materials, recycling or reuse, diversion, destruction, segregation of reactive wastes, dredging or excavations, repair or replacement of leaking containers, collection of leachate and runoff, on site treatment or incineration, provision of alternative water supplies and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment. The term includes the cost of permanent relocation of residents and businesses and community facilities where the President determines that, alone or in combination with other measures, such relocation is more cost-effective than and environmentally preferable to the transportation, storage treatment, destruction or secure disposition off site of hazardous substances, or may otherwise be necessary to protect the public health or welfare; the term includes off site transport and off site storage, treatment, destruction, or secure disposition of hazardous substances and associated contaminated materials.

9.21. Remedial Design (RD): Technical analysis and procedures which follow the selection of remedy for a site and result in a detailed set of plans and specifications for implementation of the remedial action.

9.22. Sampling and Analysis Plan: Document composed of a Quality Assurance Project Plan and Field Sampling Plan that is prepared prior to site sampling activities.

9.23. Site: A location on an installation where hazardous wastes have been stored, disposed, spilled or otherwise released to the environment. A site includes land and water resources where they are contaminated by the release, and it includes any structures, earth works or equipment that are clearly associated with the release. Where multiple sites may contribute to contamination of an aquifer or a common land area, the contaminated resource may be identified as a site that is distinguished from the sites where the release occurred. A site is a basic unit for planning and implementing response actions.

9.24. Site Health and Safety Plan: Document that specifies policies and procedures for ensuring the health and safety of personnel working at a site.

9.25. Site Inspection: On site inspection to determine whether there is a release or potential release and the nature of the associated threats. The purpose is to augment the data collected in the preliminary assessment and to generate, if necessary, sampling and other field data to determine if further action or investigation is appropriate.

9.26. Source Control: Actions that either remove the source of contamination off-site or effectively contain it on-site so that continuing releases are prevented or reduced.

9.27. To Be Considered Requirements: Non-promulgated advisories (such as reference doses or potency factors), criteria and guidance issued by Federal and State governments that are identified to supplement applicable or relevant and appropriate requirements.

9.28. Removal: (as stated in, CERCLA) The cleanup or removal of released hazardous substances from the environment, such actions as may be necessary taken in the event of the threat of release of hazardous substances into the environment, such actions may be necessary to monitor, assess and evaluate the release or threat of release of hazardous substances, the disposal of removal material, or taking of such other actions as may be necessary to prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result from a release or threat of release. The term includes, in addition, without being limited to, security fencing or other measures to limit access, provisions of alternative water supplies, temporary evacuation and housing of threatened individuals not otherwise provided for, action taken under Section 104(b) of this Act and any emergency assistance which may be provided under the Disaster Relief Act of 1974.

9.29. Relevant and Appropriate Requirements: Cleanup standards, standards of control and other substantive environmental protection requirements, criteria or limitations promulgated under Federal or State law, while not applicable to a hazardous substance, pollutant, contaminant, remedial action, location or other circumstances at a site, address problems or situations sufficiently similar to those encountered at the site that their use is well suited to the particular site.

9.30. Presumptive Remedies: Preferred cleanup technologies for common categories of sites having similar characteristics, and are based on past experience in site remediation, as well as the USEPA's scientific and engineering evaluation of performance data on technology implementation.

9.31. Release: (as stated in CERCLA) Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (A) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (B) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (C) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954, if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under Section 170 of such Act or, for the purposes of Section 104 of this title or any other response action, any release of source byproduct, or special nuclear material from any processing site designated under Section 102(a)(1) or 302(a) of the Uranium Mill Tailings Radiation Control Act of 1978, and (D) the normal application of fertilizer.

9.32. Operable Unit: (as stated in the National Contingency Plan) A discrete portion of a remedial response that by itself eliminates or mitigates a release, threat of release or pathway of exposure and that requires no additional action to accomplish its objective. The cleanup of a site can be divided into a number of operable units, depending on the complexity of the problem associated with the site. Operable units may consist of any set of actions performed over time or any actions that are concurrent but located in different parts of a site.

9.33. Administrative Record: Compilation of documents that records the decision making process regarding the selection of a response action to be taken at a site.

9.34. Land Use Controls (LUCs): (as stated in the Aug 31, 2000 Memorandum from Deputy Under Secretary of Defense Environmental Security, Subject Interim Policy on Land Use Controls Associated with Environmental Restoration Activities) LUCs include any type of physical, legal, or administrative mechanism that restricts the use of, or limits access to, real property to prevent or reduce risks to human health and the environment. Physical mechanisms encompass a variety of engineered remedies to contain or reduce contamination and/or physical barriers intended to limit access to property, such as fences or signs. Legal mechanisms include restrictive covenants, equitable servitudes, and deed notices. Administrative mechanisms include notices and existing construction permitting or land use management systems that may be used to ensure compliance with use restrictions.

9.35. RCRA Facility Assessment (RFA): The goal of this investigation is to determine if there is evidence of a release that warrants further investigation and possible corrective action. During this investigation, EPA or the authorized State will conduct a preliminary review of the site by examining available records and conducting a site visit. Limited sampling may occur at this stage.

9.36. Interim Stabilization Measure: Interim measures for corrective action may be initiated at anytime to mitigate or remove the threat presented by a release. Decisions concerning interim measures are made based on the immediacy and magnitude of the potential threat to human health or the environment, and the implications of deferring the corrective action until the RFI / CMS is completed.

9.37. RCRA Facility Investigation (RFI): This investigation occurs if there is evidence that a release occurred or is occurring. The facility conducts this investigation to thoroughly characterize the nature and extent of the release of hazardous waste and / or hazardous constituents from each source at a facility, and gather data that will be used to evaluate potential corrective measures or remedies. The work is performed either under a permit schedule of compliance or under an enforcement order.

9.38. Corrective Measures Study (CMS): If the need for corrective measures is verified during the RFI process, the facility is then responsible for performing a CMS. The purpose of this study is to develop and evaluate the corrective action alternatives and to recommend the corrective measure to be taken at a facility. This will be done based on detailed engineering evaluation of the data and the corrective measure technologies. The final CMS report includes the facility's recommendations. Based on the CMS results, EPA or the authorized State will select the remedy that they feel will minimize the threat.

9.39. Statement of Basis: This document summarizes the information contained in the RFI / CMS reports and the administrative record. It is designed to facilitate public participation in the remedy selection process by: 1) Identifying the proposed remedy and explaining the reasons for the proposal; but it does not select the final remedy. 2) Describing other remedies that were considered. 3) Soliciting public review and comment on all possible

remedies. And, 4) providing information on how the public can get involved in the remedy selection process.

9.40. Response to Comments (RTC): Following the receipt of public comments, the regulatory agency is required to prepare a RTC prior to issuance of any final permit decision pursuant to 40 CFR 124.17. This document should respond to all public comments and document the remedy selected by the regulatory agency.

9.41. Corrective Measures Implementation (CMI): The purpose of the CMI phase is to design, construct, operate, maintain, and monitor the performance of the selected corrective measures. A permit modification or corrective action order usually precedes the CMI.

9.42. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA): commonly known as Superfund, was enacted by Congress on December 11, 1980. This law created a tax on the chemical and petroleum industries and provided broad Federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment.

9.43. The Resource Conservation and Recovery Act (RCRA): was enacted in 1976 to address the issue of how to safely manage and dispose of the huge volumes of municipal and industrial waste generated nationwide. The RCRA program is administered by EPA's Office of Solid Waste (OSW). Subtitles C and D of RCRA set forth the framework for EPA's comprehensive waste management program:

- RCRA Subtitle C establishes the regulatory structure for managing **hazardous waste** from the time it is generated until its ultimate disposal.
- RCRA Subtitle D establishes a system for managing **solid (primarily nonhazardous) waste**, such as household waste.
- RCRA Subtitle I regulates **underground storage tanks (USTs)** that store petroleum or hazardous substances.

(End of Section C)

Section H – Special Contract Requirements

1. GENERAL INSURANCE REQUIREMENTS.

1.1. Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

1.2. General Liability. The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. The policy should provide for contractual liability, and name USACE as an additional insured with a waiver of subrogation.

1.3. Automobile liability. The Contractor shall maintain throughout the contract performance period automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

1.4. Contractor's Pollution Legal Liability/Environmental Impairment Liability. \$1,000,000 per claim and in the aggregate. This insurance should cover Bodily Injury, Property Damage, Clean Up costs and Defense costs for losses arising from pollution conditions at the sites that will be insured under the task order. This coverage should apply to all non-owned, off site disposal sites. Natural resource damages arising out of the remedial operations conducted under the insured work order at the site should be covered. This insurance should cover claims arising from unknown preexisting conditions. This insurance can exclude claims covered under the remedial cost containment insurance. This policy should cover claims arising out of the activities of subcontractors. USACE should be an additional insured on the policy. The policy should have a waiver of subrogation against all insured's under the policy. This insurance may be included in the cost containment insurance proposal. However a separate limit of liability of at least \$1,000,000 for this insurance should be included in the Remedial Cost Containment Insurance policy if a combined policy form is utilized.

1.5. Errors & Omissions Liability. \$1,000,000 per claim and in the aggregate. This policy should not exclude claims due to pollution.

1.6. Corporate Policies. The Contractor may use corporate policies to cover Workman's Compensation, Automobile, General Liability, Contractor's Pollution Liability, and Errors & Omissions Liability insurance requirements specified in this Section H. If a contractor uses a corporate policy for this work, the aggregate limits that apply to the General Liability, Automobile Liability and Errors and Omissions Insurance should be \$3,000,000.

1.7. Common Coverage Elements to the General Liability, Automobile Liability and Pollution Legal Liability/Environmental Impairment Liability Policies. Each policy shall provide for a separation of the insured's for defense of claims. With the exception of non-payment of premium, the actions of the named insured will not affect the coverage provided to the Government under these policies.

2. COST OVERRUN INDEMNIFICATION.

2.1. Financial Indemnification. For the duration of each Task Order issued under this contract, the Contractor will be responsible for the financial indemnification of the United States Government, the Department of Defense, its officers, agents, and employees for **up to** an additional two (2) times the price of each individual task order issued minus the cost of the insurance premium (example: \$1 million task order price plus \$2 million indemnification liability of the Contractor less the insurance premium, if specified by the site-specific task order scope of work). It is expected that for most projects, the Government will only require the financial indemnification to be one times the task order cost less the cost of the insurance premium. The Contractor shall financially indemnify the U.S. Government, the Department of Defense, its officers, agents, and employees from and against all claims, demands, suits, actions, liabilities, judgments, civil fines or penalties, criminal fines or penalties, costs and expenses as may arise out of the Contractor's pursuit of or failure to satisfy its contractual obligation for completion of the work as defined in Section C of this solicitation and as defined in each site-specific scope of work for each individual task order. In addition, the Contractor shall be responsible for the financial indemnification of the United States Government, the Department of Defense, its officers, agents, and employees for regulatory reopeners and changes in environmental laws and standards identified within a period of five (5) years after completion of remedy in place for each site as defined for each site-specific scope of work for each individual task order. **In addition, the Contractor shall be responsible for the financial indemnification of the United States Government, the Department of Defense, its officers, agents, and employees for regulatory reopeners and changes in environmental laws and standards identified within a period of five (5) years after completion the final milestone for each site as defined for each site-specific scope of work for each individual task order.**

2.2. Indemnification Exclusions. The indemnification required in connection with the completion of work under this contract does not extend to the three exclusions identified below; however, the Contractor shall have the burden of proving its entitlement to any of these indemnity exclusions:

2.2.1. "Acts of God" as defined under CERCLA Section 101 (42 U.S.C. 9601) where the resulting environmental condition was not contributed to by any negligent acts or omissions of the Contractor, its agents, servants, employees or invitees.

2.2.1.1. ACT OF GOD [CERCLA 101 §(1)]: Defined as an unanticipated grave natural disaster or other natural phenomenon of an exceptional, inevitable, and irresistible character, the effects of which could not have been prevented or avoided by the exercise of due care or foresight.

2.2.2. The remediation of unexploded ordnance (UXO) or high-level radiological contamination unless specifically identified and covered in the insurance policy.

2.2.2.1. UNEXPLODED ORDNANCE (UXO): Defined as military munitions that have been primed, fused, armed, or otherwise prepared for action, and have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installation personnel, or material and remain unexploded either by malfunction, design, or any other cause.

2.2.2.2. HIGH-LEVEL RADIOACTIVE WASTE (10 CFR 72): NRC defines HLRW in 10 CFR 72 as the highly radioactive material resulting from the reprocessing of spent nuclear fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in concentrations that require isolation.

2.2.2.3. CHEMICAL WARFARE MATERIAL (CWM): An item configured as a munitions containing a chemical substance that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. CWM also includes V- and G-series nerve agent, H-series blister agent, and lewisite in other than munitions configurations. Due to their hazards, prevalence, and military-unique application, chemical identified sets (CAIS) are also considered CWM. CWM does not include: riot control agent, chemical herbicides; smoke and flame producing items, or soil, water, debris, or other media contaminated with chemical agent. *(CWM IS NOT COVERED UNDER THIS CONTRACT)*

2.2.3. Claims from any natural resources damages not otherwise attributable to Contractor negligence or intentional misconduct in the performance of work under this contract.

2.3. Insurance Indemnification Requirements. Satisfactory evidence of the Contractor's ability to financially indemnify the Government as required by Section H, Paragraph 2.1, shall be provided in the form of remedial cost containment insurance, in a minimum amount of at least eighty-five (85) percent of the task order price. The items covered by the insurance policy shall not entitle the Contractor to an equitable adjustment. The limits of indemnification shall never exceed two (2) times the task order amount less the cost of the insurance premium. Unless otherwise stated in the scope of services for the task order, the Contractor shall provide indemnification at one (1) times the task order price. The Contractor shall provide proof of insurance to the Contracting Officer of the Corps District Office issuing the Task Order within thirty (30) calendar days of task order award. Upon review and approval of the insurance policy by the responsible Corps District Contracting Officer, the Government will issue a **Notice To Proceed** after task order award.

Therefore, before Award, the Government will review the Contractor's insurance policy along with all applicable endorsements, in the Contractor's proposal. USACE encourages offerors to highlight any advantages there may be for the Government in the insurance protection they are providing. It has been the Government's experience that the insurance underwriter will not bind the policy until payment is made and the payment cannot be made until the task order is awarded. Therefore, the Government will review and approve the insurance policy, along with all applicable endorsements, award the task order, and issue the Notice to Proceed once the final binding policy along with all applicable endorsements, is issued and approved by the Government's Contracting Officer.

2.4. Remedial Cost Containment Insurance.

2.4.1. Insured. The US Government shall be an **additional insured** under the policy. In the event the named insured is unable to complete a project, the insurance company's obligations under this policy shall apply to the benefit of USACE who at its option and with the approval of the underwriter, shall find an alternative contractor to complete the project to the original specifications in the insured work plan. The approval of alternative contractors by the underwriter shall not be unreasonably withheld. The rejection decision on a replacement contractor shall be provided to the additional insured within 14 days from the date the request is received by the underwriter. If the replacement contractor is not rejected within that time period the contractor will be considered approved by the underwriter.

2.4.2. Term. The term of the policy shall be adequate to cover the task order requirements. The term of the policy may vary depending upon the proposed schedule of work by the Contractor.

2.4.3. Insurance Carrier. Must be A.M. Best's rated A (Excellent) Financial Size Category (FSC) IX or better.

2.4.4. Coverages.

2.4.4.1. Coverage and limits are to reflect this task order only and are not to be commingled with other policies covering other projects, task orders or operations of the Contractor. The specified insurance shall be primary.

2.4.4.2. Lines of Coverage: Remedial Cost Containment

The insurance coverage shall, as a minimum, provide the following:

Remedial Cost Containment - Remediation Coverage: Changes in quantities (e.g. amount of contaminated soil remediated, amount of required testing, number of wells drilled, amount of labor, supplies, equipment, and materials, etc.), changes in the remediation methods or technical approaches used, changes due to discovery of previously unknown contaminants at identified sites within each task order issued, regulatory re-openers and changes in environmental laws or standards, first and third party on and off site remedy costs including off site disposal coverage and all other tasks associated with the completion of the scope..

The Contractor shall provide a description of the procedures it will use to comply with the claims notification requirements in the Remedial Cost Containment Insurance policy the contractor is providing. This information should be sufficient to determine if a task order is moving into an insured cost over run situation. If these claims services are to be provided by an insurance broker, describe the procedures used by the broker and the broker's capabilities in this area.

2.4.4.3. This insurance can be combined with the Pollution Legal Liability/ Environmental Impairment Liability Insurance requested in 1.1.4. In a combined or package policy form. If a combined policy form is utilized, an additional limit of liability must be provided to meet the minimum indemnification requirement of at least \$1,000,000 per claim and in aggregate for Pollution Legal Liability/Environmental Impairment Liability insurance.

2.4.5. Insurance Costs. The offeror shall disclose all costs associated with the insurance including any brokerage or consulting fees that are not included in the premium.

2.5. Risk Transfer Limits.

2.5.1. Risk transfer limits for cost containment insurance shall be at least eighty-five (85) percent of the task order price, if required in the site-specific scope of work for each task order. The balance of the indemnification may be covered by other securities, including other financial instruments and other corporate assets.

2.5.2. Failure of the Contractor to obtain and maintain the level and type of insurance coverage required for each task order issued shall not relieve the Contractor from the indemnity obligation established under this section H. The Contractor's indemnity proposal shall clearly identify all insurance related deductibles, retentions, loss funds, and coverage exclusion(s).

2.5.3. The insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either the Contractor or the insurer without **sixty (60) days**

prior written notice, when cancellation is for other than non-payment of premium. If cancellation is for non-payment of premium then written notice of intent to cancel shall be no less than ten days before cancellation. **The Remedial Cost Containment Insurance shall not be cancelled except for non-payment of premium or a material misrepresentation made in during the application process for this insurance. If a combined policy form is used to comply with this section, with the exception of cancellation for non-payment of premium the policy should state the actions of one insured do not prejudice the rights of another insured for protection under the policy.** No policy may be reduced in limit or coverage, nor materially changed without thirty (30) day written notice by the Contractor to the Contracting Officer. Moreover, the Contractor must cooperate fully with the insurer throughout the policy term and as outlined in the policy, so that coverage under the policy is not prejudiced. Finally, cancellation of the policy does not relieve the Contractor of its indemnification to the Government.

2.6. Assignability. In the event of bankruptcy, insolvency or the inability of the contractor to perform under the insured contract, the benefit of this insurance will flow to the additional insured, USACE. USACE will endeavor to find a replacement contractor to complete the original insured task order. The insurer will not unreasonably withhold the approval of the replacement contractor and will supply the additional insured with a response to the request to assign the policy to the additional insured within thirty (30) days of the request. The requested assignment of this insurance shall not be unreasonably withheld.

2.7. Corporate Assets. The Contractor may use its corporate assets, i.e., corporate bonds, U.S. bonds, letters of credit, certified cashier's checks, bank drafts, certificates of deposit, guarantee agreements, corporate stock, etc. in order to finance exclusions, deductibles before attachment points, and self-insured retentions (i.e., the 15% of indemnification not covered by the insurance policy). **The Contractor shall provide in sufficient detail, to facilitate an objective determination, on how the Contractor will meet its financial obligations to fund the self-insured retentions on the insurance policies.**

3. ORGANIZATIONAL CONFLICTS OF INTEREST.

3.1. Disclosure. The Contractor shall provide a disclosure statement with its task order proposal, which concisely describes all relevant facts concerning any past or present organizational conflicts of interest relating to the work in each task order. In the same statement, the Contractor shall provide the information required in the following paragraph to assure the Government that the conflicts of interest have been mitigated and/or neutralized to the maximum extent possible. If a conflict of interest is discovered after task order award, the Contracting Officer will make a decision whether to terminate or rescind the task order and/or contract at that time.

3.2. Potential Conflicts of Interest. This request for proposals is open to any offeror to compete as a prime contractor, subcontractor or in any teaming arrangement. In order to avoid any organizational conflicts of interest, or even the appearance of any organizational conflicts of interest, any contractor performing environmental services work at the follow-on installation(s) under each task order will need to avoid, neutralize and/or mitigate -- prior to task order award -- significant potential conflicts of interest that may prejudice effective competition. The Contracting Officer has determined that at a minimum contractors currently performing work on the identified installation(s) under each task order must ensure that all data pertaining to contamination at the sites compiled by or in the possession of such contractors shall be made available to all potential Multiple Award Remediation Contract (MARC) contractors in a timely fashion to the maximum extent possible by providing such data in to a data depository.

4. FIVE-YEAR WARRANTY.

The Contractor shall provide a 5-year warranty period on all sites completed as identified in each site-specific Scope of Work in each task order from the date of acceptance of the final milestone for each site, unless a task order is issued that specifically states that the 5-year warranty period is not required for a particular site. During this 5-year warranty period, the Contractor shall be responsible for remediation and warrant the Government from cost increases to the task order for changes due to discovery of additional contamination at the site causing the regulators to refuse to close-out the site(s), changes to remediation methods or technical approaches, regulatory re-openers, and changes in environmental laws or standards that cause the regulators to refuse to close-out the site(s). The 5-year warranty is only for the existing contamination, should ongoing or subsequent releases caused by others, other than the Contractor working on the site, the responsible party shall be liable for the additional cleanup. The 5-year warranty period will not be terminated early for any reason. Once the 5-year warranty ends, the Government assumes the liability.

5. RETAINAGE.

Retentions. The Contractor may bill for up to ninety (90%) percent of the total task order cost established under each task order in accordance with FAR Clause 52.232-32, Performance-Based Payments as found in this contract for contract financing payments. The Government will withhold the remaining ten (10%) percent of the Task Order Funding until the final milestone is achieved by the Contractor. The final milestone is generally the "site closeout" document, but this will be identified in each task order issued.

6. FINES, PENALTIES AND DAMAGES.

The contractor shall be solely liable for fines and/or penalties assessed by state regulators and/or other cognizant regulatory agencies for failure to comply with any requirements of this contract, unless excused by Paragraph 2.2.1 of this Section H. "Compliance" shall include performance and completion of the work under each task order as defined by the Scope of Work or work plan or other approved plan in accordance with all applicable requirements of law, the contract, and any other approved plans and documents, and within the specified time schedules established under each task order and/or this contract. Any amounts assessed against and paid directly by the Government and that are attributable to fines and penalties resulting from the Contractor's performance or failure to perform will be deducted from the payment(s) to the contractor. If the fines or penalties are assessed against the Contractor, and if paid directly by the Contractor, the amounts would not be deducted from the payment(s) to the Contractor.

The contractor shall be solely liable for all indirect, special, punitive and consequential damages attributable to any negligence or intentional acts on behalf of the Prime Contractor, its employees, or its Subcontractors and their employees.

7. PROGRESS REPORTS.

In addition to reports/data as may be required under Section C of this contract and task order specific requirements, the Contractor shall, at a minimum, provide to the Contracting Officer a consolidated clean-up progress report monthly, documenting the clean-up progress at each site/installation. This report shall also provide expended funds and estimates to complete each site under the Task Order. The Contractor should explain the cost accounting procedures that will be used to keep the underwriters of the Cost Containment Insurance apprised of the historical costs incurred in completing the insured activities in the Task Order.

8. MINIMUM GUARANTEE.

The minimum guarantee for the base period and each option period shall be \$75,000 which can be satisfied by obligating funds and/or issuing task orders against the base contract(s).

9. BRAC WORK.

Special procedures will be followed for Base Realignment And Closure (BRAC) installations. The Government will comply with DFARS Subpart 226.7102 and EFARS Subpart 26.72. If the Government determines through its own market research that local vicinity firms or small business firms can perform the work and the contractor(s) holding the contract(s) is/are not from the local vicinity or small business, the project may be done outside the scope of the contract(s) under another contract vehicle.

10. FOLLOW ON WORK.

Follow on Task Orders at Installations or Sites where work is currently being performed by one of the FPRI MARC Contractors may go to the Contractor that is currently working on the installation or site and may not be competed in accordance with FAR Subpart 16.505. This will be based on the Contractor's current and/or past performance at the installation or site, as well as the Contractor's capability of performing the work, the ability to handle the additional work capacity, and the ability to obtain the needed cost containment insurance and/or performance and payment bonds. It is in the Government's best interest to limit the number of Contractors responsible for site cleanup. Follow on Task Orders will be evaluated on a case-by-case basis. If determined by the Contracting Officer, the Task Order will be competed among the MARC Contractors under the procedures outlined in this Section H, in order to determine the Contractor that will offer the Best Value to the Government for the work to be done.

11. WAGE DECISIONS AND/OR WAGE DETERMINATIONS.

All task orders that are subject to Service Contract Act and/or Davis Bacon Act will have the applicable wage decision/determination provided in the Task Order RFP.

12. ORDER OF PREFERENCE FOR WORK EXECUTION.

On-going military operations at active installations shall take precedence over environmental services described under this contract or any task orders issued. Work stoppages due to any military operations will not be grounds for task order modification of cost and/or schedule. The Government will provide a likely schedule of interrupted operations due to military operations, e.g., the number of expected downtime days. However, it is the responsibility of the Contractor to provide pricing to account for any impacts to their schedule.

13. CORPS-WIDE CONTRACT ACCESS.

The resulting contract(s) may be used for work within the United States or its Territories of Puerto Rico or the Virgin Islands. Any U.S. Army Corps of Engineers District wishing to use these contract(s) will request the needed contract capacity via a Memorandum of Agreement. The Omaha District will award the base contract(s) with individual task orders being negotiated, issued, administered, and closed out by the individual cognizant districts that are using this contract(s).

14. PERFORMANCE AND PAYMENT BONDS.

Task Orders may require Performance and Payment Bonds depending upon the site-specific scope of work requirements and the Customer's need. The Contracting Officer will notify the Contractor if Performance and Payment Bonds are required at the time of request for proposal in the site-specific scope of work for each task order.

15. ORAL PRESENTATIONS.

Oral Presentations may be required and used to evaluate the Contractor's technical approach, team, and other requirements as specified on a task order by task order basis depending on the project. Oral Presentations will not be used for the award of the Base Contract(s).

15.1. GENERAL INSTRUCTIONS FOR ORAL PRESENTATIONS.

Technical proposals will be requested for each task orders in oral form by means of an oral presentation to the Task order evaluation team members. Overall selection of the successful offeror will be based on the following criteria: Technical Approach, Technical/Personnel Experience, Schedule, Capacity, Insurance terms and conditions, and other considerations that identified in the Task Order RFP. Price will be separately and subjectively evaluated.

The Offeror shall use the presentation to explain its understanding, approach, and allocation of resources to enable to complete evaluation of the offeror's capability to perform the task. The offeror shall demonstrate how they plan to meet the stated requirements or goals and that the offeror has the necessary understanding, expertise, facilities, personnel and experience to successfully accomplish the proposed work. The Offeror shall identify any additional types of information they believe are needed in the performance of the contract.

No price information shall be included in the presentation narrative or briefing charts. A written cost proposal, including the life cycle cost for each site, will be provided as hard copy, in accordance with the instructions provided in the task order RFP.

The two-hour time limit will begin with the Corp's direction to begin. The filming of the presentation will be immediately terminated at the completion of the two-hour time limit, unless the Offeror completes its presentation prior to the expiration of the two-hour limit. At the conclusion of the presentation or the two-hour time limit, whichever, occurs first, the Government may ask questions of the briefer. The questions and answers will not count against the two-hour time limit. Answers to questions will be videotaped and will be considered for evaluation purposes. The key personnel making the presentation will respond to the questions. Offerors may bring no more than three representatives to the oral presentation, with the proposed Project Manager being a member of the presentation team.

All Offerors shall document the main point of the oral presentations on PowerPoint slides and provide an original and copies of the slides to the Contracting Officer as a part of the Limited Written Technical Proposal, which is due to the Contracting Officer by the date and time prescribed on the task order RFP. Offerors may provide a one-page note to accompany each slide with an original and (TBD) printed copies thereof also as part of their Limited Written Technical Proposal. All printed copies must be legible. No other written documentation of the oral presentation will be accepted. No changes to this written documentation will be accepted at the time of oral presentations. The Task Order Evaluation team members will not inform an Offeror of their strengths, deficiencies, or weaknesses during the presentation, and they will not

engage in discussions during the presentation. Offerors are prohibited from taping or recording their own presentation.

16. MARC ID/IQ INFORMATION

16.1. More than one contract is being awarded for the same services as stated in Section C of this contract. Each contractor will be afforded a fair opportunity to be considered for each task order in excess of \$2,500.00.

16.2. The Contracting Officer, along with the advice of his/her technical experts, will determine the factors and subfactors necessary to evaluate each contractor's proposal for a task order award. These factors and subfactors may vary and will be determined on a task order by task order basis. However, all task order proposal evaluations will include the following evaluation factors: technical approach, project delivery team, insurance protection provided, past performance, small business subcontracting, life cycle costs, as well as a cost/price evaluation.

16.3. USACE encourages offerors to highlight any advantages there may be for the Government through the insurance protection that they are providing. In addition, the Contractor shall provide a description of the procedures it will use to comply with the claims notification requirements in the Remediation Cost Containment Insurance policy the contractor is providing. This information should be sufficient to determine if a task order is moving into an insured cost over run situation. If these claims services are to be provided by an insurance broker, describe the procedures used by the broker and the broker's capabilities in this area.

16.4. If the contractor believes it was not fairly considered for a particular task order, the contractor may present the matter to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the USACE Ombudsman, who is the USACE PARC, at the following address:

Headquarters, U.S. Army Corps of Engineers
Attention: CEPR-P (USACE Ombudsman)
20 Massachusetts Avenue N.W.
Washington, D.C. 20314-1000.

The ombudsman will review the contractor's complaint, and in coordination with the contracting officer, ensure that the contractor was afforded a fair opportunity to be considered for the task order.

17. AFARS 5116.5 - MULTIPLE AWARD TASK ORDER CONTRACTS

AFARS 5116.5 which requires the proposals submitted in response to competition under Multiple Award Task Order (MATO) Contracts to be limited to no more than five pages, including attachments, will not be followed. The Principal Assistant Responsible for Contracting (PARC) has delegated to the Chiefs of the Contracting Offices the authority to approve deviations from the five-page limitation for MATO proposals submitted in response to competition under Environmental Remediation MATO Contracts. The deviation will be implemented by approved findings and determinations (D&Fs), which will be forwarded to the PARC within 5 days after approval.

This contracting tool requires the evaluation of multiple factors and subfactors in order to determine which contractor will provide the best value to the Government on a task order by task order basis, including evaluation of the insurance policy. The factors and subfactors, as stated in Paragraph 16.2, will be determined on a task order by task order basis as the requirements and scope of services will drive what the contractor will need to provide in their proposal for evaluation purposes.

18. INCREMENTAL FUNDING.

In accordance with the National Defense Authorization Act for Fiscal Year 2003, Section 827, Section 2306c of Title 10 of the U.S. Code was amended to allow multiyear funding for environmental services for military installations. When implementation regulations are provided, this contract shall also be modified to incorporate this authority.

19. SECURITY CONTRACT LANGUAGE FOR ALL UNCLASSIFIED CONTRACTS.

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position.

Proof of a favorable NAC shall be submitted to USACE, Omaha District Security Officer, ATTN: CENWO-SL, 106 S. 15th St, Omaha, NE 68102-1618, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS.

- a. Contractors who have a commercial or government entity (CAGE) Code and Facility Security Clearance should submit forms through their Facility Security Office, who shall forward results of the NAC to the Omaha District Security Officer (address above).
- b. For those contractors who do not have a CAGE Code or Facility Security Clearance, the SF 85P and 2 copies of the SF 87 (Fingerprint Cards) shall be completed and submitted to the Omaha District Security Officer (address above.) These must be mailed or hand-delivered, as original signatures are required. Fingerprint cards are available upon request and may be taken to any local law enforcement center for completion. For those in the Omaha area, fingerprint cards may be completed by contacting the Omaha District Human Resources Office, (402) 221-4072.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

A Copy of the SF-85P is included after Section J.

(End of Provision)

(End of Section H)

Section J – List of Attachments

NOTE: THE OFFEROR MUST HAVE ALL THE INFORMATION WITHIN THEIR PROPOSAL AS SHOWN IN THE ATTACHMENTS BELOW AND SPECIFIED IN SECTION L OF THE RFP. THE PREVIOUS EXPERIENCE FORMS MAY BE RETYPED/REFORMATTED TO FIT THE OFFEROR'S PROPOSAL AS NECESSARY, BUT ALL INFORMATION SHALL BE PROVIDED AT THE VERY MINIMUM (WITHIN THE PAGE LIMITS AND FONT REQUIREMENTS SPECIFIED IN SECTION L OF THIS RFP). THE OWNER/CLIENT PAST PERFORMANCE SURVEY SHALL CONTAIN ALL THE INFORMATION PROVIDED AND BE IN THE SAME ORDER AS SHOWN, BUT MAY BE RETYPED TO FIT THE OFFEROR'S PROPOSAL (WITHIN THE PAGE LIMITS AND FONT REQUIREMENTS SPECIFIED IN SECTION L OF THIS RFP).

List of attachments:

1. Firm Fixed-Price Sample Project
2. Labor Rates (**For this Sample Project ONLY**)
 - Service Contract Act Rates
 - Davis-Bacon Wage Rates
3. Previous Experience Form
4. Owner/Client Past Performance Survey
5. Certificate of Current Cost or Pricing Data (For use in follow-on Task Orders)
6. Lobbying Certificate - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (For use in follow-on Task Orders)
7. SF-85P

SAMPLE PROJECT

SAMPLE PROJECT SCOPE OF WORK

1 Introduction

- 1.1 General. This sample project to be used to generate a cost estimate for the purposes of evaluation of cost reasonableness and the affordability of each Offeror over the life of the Contract – it is representative some of the possible work that may be performed under this Contract. The sample project will address remedial action for soils for a contaminated site that the Omaha District Corps of Engineers is requested to address. The Government will evaluate the sample project proposal as described in Section M of the RFP.
- 1.2 Firm Fixed Price. The Contractor shall assume that a firm fixed price delivery order will be utilized to perform the task described within this Scope of Work. The project plans shall address the Contractor's management capability and approach as well as any subcontracting requirements and interface with the prime Contractor. The information submitted in response to this solicitation should be used to respond to this sample Scope of Work. The contract requirements stipulated within Section C of this package should also be taken into consideration when preparing a response to this sample project.

2 Location

The Contractor shall assume that the fictitious site described for this project is located within the state of Minnesota, in an urban setting approximately 10 miles west of Minneapolis.

3 Site History

The site was used as a service station by various Department of Defense entities during its operating history, which lasted from 1940 through 1972. The facility has been declared excess and will ultimately be sold. The area will be zoned commercial for the future developer.

The site of concern is comprised of a single area that is suspected to be contaminated with solvents and fuels. The area was a service station. The station was used to dispense automotive fuel with an attached three bay maintenance shop.

4 Site Conditions

A concrete pavement covers the site, which must be repaired or replaced at the end of the remediation. Assume any required utilities are located within 100 ft of the site.

5 Deliverables

The contractor will prepare the cost estimate to include the following.

A Remedial Investigation/Feasibility Study for this site. Assume the investigation will entail installation of 10 groundwater-monitoring wells, 90 feet deep. The depth to groundwater is 75 feet and the site soils are an unconsolidated sand-silt/sandy clay mixture. Two rounds of sampling will be conducted with analysis for fuels and VOC's. Soil sampling will entail 10 sampling locations with one round of surface soil sampling at 1 ft and 3 ft depths and 1 rounds of subsurface soil sampling with samples collected at 15ft, 35 ft and 70 ft. Again analysis will be for fuels and VOC's. The sampling will reveal insignificant groundwater contamination.

The Feasibility Study will be solely concerned with the soil. The extent of the soil contamination is 300' x 200'. The highest concentration was 10 ppm of TCE at a depth of 65 ft. This hot spot covers a 50'x50' area with concentrations declining to 1 ppb at the described 300'x200' contamination boundary. BTEX contamination is co-located with the TCE, with the highest concentration 200 ppm total BTEX.

The preparation and approval of the site decision document following CERCLA guidance. The estimate will also include the cost to implement the selected remedy.

6 Cost Proposal

Sample Project Cost Proposal. The Offeror should submit any assumptions used when preparing the performance-based cost proposal in order to explain how the Offeror's technical approach will be implemented and how it will reach the milestones that were developed for the sample project.

The Offeror is instructed to develop its best and most reasonable/acceptable solution to the sample problem in order to achieve all milestones required. The Offeror is to assume the work will start one month from the closing date of this solicitation. The Government will evaluate the assumptions, the technical approach, the time to complete each milestone, the cost to complete each milestone, and the overall cost to complete the sample project. Even though the technical description of the Sample Project is abbreviated, the cost proposal should address the full work effort. This estimate shall be limited to ten (10) pages. *Bonding Costs will not be required for this sample project. **Cost Containment Insurance Premium for this sample project is \$485,000.00 and will be added to the total cost of the project as a separate contract line item (CLIN) in the cost proposal. (Offerors do not need to get an***

insurance quote for this sample project as we have provided it above.) Any contingencies should be included in the estimate and should be explained in the assumptions. The Wage Determinations (Service Contract Act and Davis-Bacon) can be found in this Section J of this RFP.

It is the Government's intent to have performance-based scopes of work for all projects. Therefore the Offeror should be able to prepare a performance-based cost proposal based off the sample project.

The Offeror should also use the rates provided in Section B along with the projected hours for each discipline.

WAGE RATES

SERVICE CONTRACT ACT

WAGE DETERMINATION NO: 94-2287 REV (23) AREA: MN,MINNEAPOLIS

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES		PARTICIPATING IN MOU WITH DOL
		WASHINGTON D.C. 20210
William W. Gross		Wage Determination No.: 1994-2287
Director	Division of Wage Determinations	Revision No.: 23
		Date Of Last Revision: 08/23/2002

States: Minnesota, Wisconsin
 Area: Minnesota Counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Washington, Wright Wisconsin Counties of Pierce, Polk, St Croix

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.83
Accounting Clerk II	12.41
Accounting Clerk III	14.20
Accounting Clerk IV	16.66
Court Reporter	16.67
Dispatcher, Motor Vehicle	16.67
Document Preparation Clerk	14.05
Duplicating Machine Operator	12.77
Film/Tape Librarian	12.87
General Clerk I	12.13
General Clerk II	13.42
General Clerk III	14.05

Section L – Instructions To Offerors

52.204-6 – Data Universal Numbering System (DUNS) Number (Jun 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

52.215-1 – Instructions to Offerors -- Competitive Acquisition (Mar 2001)

(a) Definitions. As used in this provision --

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point

of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR Part 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing

exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

52.215-20 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also

explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR Part 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR Part 15.406-2.

(End of Provision)

52.216-1 – Type of Contract (Apr 1984)

The Government contemplates award of up to three (3) Fixed Price Indefinite Delivery/Indefinite Quantity (ID/IQ) Multiple Award Remediation Contracts (MARC) for Environmental Remediation Services under NAICS code 562910 on a full and open competitive basis. **The individual task orders issued under the resulting contract(s) will be firm-fixed price and will require insurance as specified in Section H and indemnification requirements and may or may not require bonding requirements.** The contract(s), in support of the US Army Corps of Engineers (USACE) and its customers located anywhere within the United States, including the territories of Puerto Rico and the Virgin Islands, may be awarded as a result of this solicitation to the offeror(s) that provide the best value to the Government using a tradeoff process. The contract(s) awarded will be for a wide range of environmental remediation services, including incidental construction and incidental engineering services, at various known or suspected Environmental Remediation (ER) sites, in order to achieve the primary objective at most sites - regulatory closure.

(End of Provision)

52.222-24 – Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

52.222-46 – Evaluation of Compensation for Professional Employees (Feb 1993)

252.227-7016 – Rights in Bid or Proposal Information (Jun 1995)

(a) Definitions.

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data -- Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Government rights prior to contract award. By submission of its offer, the Offeror agrees that the Government --

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluation purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award. The Contractor agrees --

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data -- Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of Clause)

52.232-28 Invitation to Propose Performance-Based Payments (Mar 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR Clause 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must --

(i) Comply with FAR Part 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of --

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of Provision)

52.233-2 – Service of Protest (Aug 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army Corps of Engineers, Omaha District
CENWO-CT-E (Hadley)
106 South 15th Street, Old Federal Building – 3rd Floor
Omaha, NE 68102-1618

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.237-1 – Site Visit (Apr 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

52.252-1 – Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://web2.deskbook.osd.mil/default.asp>
<http://farsite.hill.af.mil>

(End of Provision)

1. Proposal Information -

There are no drawings associated with this Request for Proposal. Copies of the solicitation are available by **INTERNET ACCESS ONLY**. All solicitation documents will be posted to the Omaha District's Advertised Solicitation website. The **website address is:**

<http://ebs-nwo.wes.army.mil>

All amendments will be posted to this website. It shall be the contractor's responsibility to check the website for any amendments. The offeror shall submit in the proposal all requested information specified in this section of the Request for Proposal (RFP) solicitation. There will be no public opening of the proposals received as a result of this solicitation.

1.1. Contractual And Technical Points Of Contact -

Contractual:

Michael R. Duffy

Mailing Address:

U.S. Army Corps of Engineers, Omaha District
Attn: CENWO-CT-E (Michael R. Duffy)
106 South 15th Street, Old Federal Building 3rd Floor
Omaha, NE 68102-1618
Phone: (402) 221-3708 Fax: (402) 221-4530
E-mail: Michael.R.Duffy@usace.army.mil

Famane C. Brown

U.S. Army Corps of Engineers, Omaha District
Attn: CENWO-CT-E (Famane Brown)
106 South 15th Street, Old Federal Building 3rd Floor
Omaha, NE 68102-1618
Phone: (402) 221-3116 Fax: (402) 221-4530
E-mail: Famane.C.Brown@usace.army.mil

Technical:

Christopher Wiehl

Mailing Address:

U.S. Army Corps of Engineers, Omaha District
Attn: CENWO-PM-HD (Chris Wiehl)
106 South 15th Street
Omaha, NE 68102-1618
Phone: (402) 221-7736 Fax: (402) 221-7796
E-mail: Christopher.D.Wiehl@usace.army.mil

NOTE: All questions and/or comments should reach the above referenced Contracting Office no later than three (3) calendar days after the preproposal conference, in order that they may be given consideration or actions taken prior to receipt of offers.

1.2. Proposal Expenses and Pre-contract Costs -

This Request for Proposal (RFP) does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. The Government also will not be responsible for costs associated with preparing proposals for individual task orders. Finally, the Government will not pay for or subsidize any costs incurred for attendance at the pre-proposal conference.

1.3. Pre-Proposal Conference -

The Government intends to hold the pre-proposal conference at the Peter Kiewit Conference Center at 1313 Farnam Street, Omaha, NE 68102, on 2 April 2002 at 8:30 a.m., Central Time. Specific details will be posted on the Omaha District contracting web site at <http://ebs-nwo.wes.army.mil>. The offeror must submit in writing, via fax or e-mail, the firm's name, address, point of contact, telephone number, and number of personnel planning to attend to the following:

U.S. Army Corps of Engineers
ATTN: CENWO-CT-E (Duffy or Brown)
106 South 15th Street
Omaha, NE 68102-1618
Phone No.: 402-221-3708 or 3116 FAX No.: 402-221-4530
E-mail address: Michael.R.Duffy@usace.army.mil or Famane.C.Brown@usace.army.mil

1.4. Method Of Procurement -

1.4.1. The U.S. Army Corps of Engineers, Omaha District, intends to conduct this acquisition in accordance with the provisions set forth in the Request for Proposal (RFP). From this solicitation, up to three (3) contracts may be awarded for a total of \$200,000,000 shared contract capacity, using full and open competition procedures. The resulting Multiple Award Remediation Contracts (MARC)s will be Indefinite Delivery/Indefinite Quantity (ID/IQ) Type Contracts for Environmental Remediation Services where Task Orders issued under the contract will be competed among Contractors who have been awarded a contract from this solicitation and will be Firm-Fixed Price with Cost Overrun Insurance and Indemnification requirements, unless an exception to "fair opportunity" is documented by the Contracting Officer in accordance with FAR Subpart 16.505. Up to three (3) MARC ID/IQ FPRI contracts may be awarded for work within the United States or its territories of Puerto Rico or the Virgin Islands. The proposals will be evaluated and contract(s) awarded to the Contractor(s) that are determined to be most advantageous/best value to the Government; price, and other factors considered.

Special selection criteria will be followed for Base Realignment and Closure (BRAC) installations in accordance with DFARS 252.226.71 – Preference for Local and Small Businesses regulations. Specifically, the Government intends to conduct market research to ascertain whether local and small business can perform the work. Depending upon the results of the market research, the procurement may be done outside the scope of this contract, or may be awarded under the resulting contract(s) from this solicitation. In any case, the Government may not award any contract(s) if the resulting contract(s) would not represent a "best value" to the Government using trade-off selection guidance procedures as described in AMC Pamphlet 715-3. It is strongly suggested that the provisions stated in the proposal information be fully studied prior to assembly of the proposal.

1.4.2. Note specifically that the offeror **will not be participating in a sealed bid procurement process** under this acquisition method. Issuance of this Request for Proposal does not constitute an award commitment on the part of the Government.

1.4.3. Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

1.4.4. The Government reserves the right to discuss aspects of proposals with offerors in the competitive range, which may be limited for efficiency (FAR Part 15.306(c)(2)), and to award

a contract to other than the offeror submitting the lowest priced offer. Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received (FAR Part 15.306(a)(2)). Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.

1.5. Proposal Submittals -

Due to heightened security at Government installations, those offerors who have their proposals hand-delivered shall contact Michael Duffy, Contract Specialist, at (402) 221-3708 or Famane Brown, Contract Specialist, at (402) 221-3116 or the Contracting Office Main Desk, at (402) 221-4100, prior to delivering to the address shown below. On the date specified, and thirty minutes prior to the time specified on Standard Form SF 33, Page 1, Item 9, a Contracting representative will be in the lobby to accept proposals. At the time specified on Standard Form SF 33, Page 1, Item 9, it will be announced that receipt of proposals is closed. Official time will be established by the clock located in the area where the proposals are received.

As stated on Standard Form SF 33: Proposals will be received until 1600 hours (4:00 p.m.) Central Time on 30 April 2003 at:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT-E (Brown)
106 South 15th Street, Old Federal Building 3rd Floor
Omaha, NE 68102-1618

**The Packaging that contains the Proposals shall be marked:
Proposals for Solicitation DACA45-03-R-0027, DO NOT OPEN – ATTN:
Famane Brown.**

2. Proposal Format -

2.1. Basic Proposal Information -

All proposals shall contain the information listed below and as required by this solicitation and be bound into volumes with a cover sheet displaying the RFP number, contractor name, and an index of the sections of each volume. Proposal clarity, organization and the overall page limitation are required. The entire proposal shall be limited to the maximum number of pages identified in Paragraph 2.2. The volumes shall include, as a minimum, the following:

(a) Volume number on proposal cover.

(b) The prime, consortium, or joint venture's name, address, a signature of the official that can bind the firm, and a telephone number shall appear in the lower left corner of the proposal cover, title page and table of contents of any document/volume to be evaluated. Proposal volume cover format is at the offeror's discretion so long as the information required by this paragraph and subsequent paragraphs are met.

(c) Table of contents and a cross-reference to the solicitation paragraphs.

(d) List of tables/figures.

(e) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary).

2.2. Page Limitation -

The total number of pages for Volume I submitted by **large businesses shall not exceed ninety five (95) pages**. The total number of pages for Volume I of the proposal submitted by a **small business may not exceed seventy (70) pages**. The increased page count allowed for large business is necessary because large business must submit additional small business utilization information and a subcontracting plan that is not required by small business. The maximum page count for **Volume II submitted by both large and small business is twenty-four (24) pages**. These are the maximum limits for Volume I and Volume II of each proposal depending on the size of the business, excluding information not considered in the page count limitation including the Proposal Cover; the Table of Contents; Title Page; the List of Tables/Figures, or Acronyms; Separator Tabs; Cross-Reference to the Solicitation Paragraphs; and the documents excluded from the page count under Volume I, Section III, Tab 2 – Corporate Assets.

Large business shall not utilize unused pages allowed for Volume I, Section V – Small Business Utilization, to enhance or expand other sections of their proposal. If large business exceeds the page limits set, the excess pages will not be evaluated. Small Business will receive the highest rating for this factor and the subfactors in this section.

Each page should be numbered consecutively within each section. The page size of the Offeror's proposal shall not exceed an 8-1/2 inch by 11-inch sheet of paper. Please refer to Section I, FAR Part 52.204-4 for printing/duplicating instructions.

NOTE: Double sided copies are considered as two pages.

Page limitation shall include typewritten text pages, charts, graphs, figures, diagrams, schematics, etc., aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages - no exceptions. When included, foldout pages shall fold entirely within the volume. Each foldout page in excess of 8-1/2 inch by 11-inch shall count as two pages. The volumes are limited to single spaced typewritten pages using 10 or 12 characters per inch, 12-point proportional font or equivalent as the "normal" size standards for text. A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make to fit" software capability, however all text shall be legible and easily read.

NOTE: Large businesses having proposals that exceed one hundred nineteen (119) pages, or small businesses having proposals that exceed ninety four (94) pages, will have only those pages that are within the required limits evaluated. All information appearing thereafter will not be evaluated.

NOTE: The special notation on the utilization of small business section, i.e.: large business may not utilize unused pages from this section to supplement information required for other sections. If large businesses do take advantage of unused pages from this section for other sections, the excess pages will not be evaluated. Small business will receive the highest rating for this section.

2.3. Format - The offeror shall submit **one (1) original** and **six (6) copies** of their proposal in the format shown below:

Table 1 - Proposal Format			
Proposal Document	Suggested Page Limit (Large/Small Business)	Required Number of Proposals	
		Original	Copies Required
Volume I, Section I: Previous Experience, Personnel, and Organization	40/40	1	6
TAB 1/Summary of Previous Experience – Environmental Remediation Projects			
TAB 2/Resumes of Key Personnel For This Contract			
TAB 3/Organizational Structure of the Proposed Team			
Volume I, Section II – Past Performance	15/15	1	6
Tab 1/Past Performance Project Narrative with Points of Contact	Survey Pages Not Counted		
Tab 2/Past Performance with Regulators Including Points of Contact			
Volume I Section III - Insurance	5/5	1	6
Tab 1/Insurance Coverages Offered			
Tab 2/Corporate Assets			
Volume I, Section IV – Corporate Technical Plans, Practices, and Procedures	10/10	1	6
Tab 1/Quality Assurance/Quality Control Program and Corporate Business Practices			
Tab 2/Safety and Health Program			
Tab 3/Laboratory Plan			
Volume I, Section V – Utilization Of Small Business Concerns (To be completed by Large Business only). Note: The offeror/large business <i>shall not</i> utilize unused pages from this section to supplement other sections.	25/0	1	6
Tab 1/Subcontracting Plan			
Tab 2/Small Business Subcontracting Past Performance			
Tab 3/Proposed Small Business Subcontracting Opportunities			
Maximum Number of Pages Evaluated for Volume I	95/70 pages	1	6
Volume II, Section I - Contractor Information, Certifications, and Cost	24/24	1	6
Tab 1/ Supplies or Services and Prices/Costs (Section B)	1		
Tab 2/Sample Problem Assumptions, Technical Approach & Cost Proposal	10 Pages Max		
Tab 3/Representations and Certifications (Section K)	12		
Tab 4/SF 33, Solicitation, Offer, and Award (Section A)	1		
Maximum Number of Pages Evaluated for Volume II	24/24 pages	1	6

3. Volume Content –

Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

3.1. Volume I, Section I – Previous Experience, Personnel, and Organization

3.1.1. Volume I, Section I, Tab 1 – Previous Experience – Environmental Remediation Projects

Provide at least five (5) and not more than ten (10) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in Section C of this solicitation.

A **project** is defined as:

- Work performed pursuant to one specific task order of an indefinite delivery/indefinite quantity (ID/IQ) type contract at one site or multiple sites at a single installation or facility; or
- Work performed pursuant to a site-specific contract (*i.e., a non-IDIQ contract*) for one site or multiple sites within a single installation or facility; or
- Work performed under multiple task orders issued against one ID/IQ contract to accomplish the work effort on a single site within a single installation or facility.

An ID/IQ type contract or the performance of work pursuant to multiple task orders of an ID/IQ type contract at multiple sites does not represent a "project" within this definition. If the offeror provides a specific task order(s) as its "project", it shall provide the base contract number and the task order number for reference purposes. If the offeror provides a site-specific contract as its "project", it shall provide the contract number for reference purposes.

The projects must have been **completed** within the last four (4) years from this solicitation's closing date.

A **completed project** is defined as:

- Work performed under a "project" as defined above that is physically 100% completed and has been accepted by the customer – the project does not have to be administratively closed out.

The Government has provided a sample Previous Experience Form as provided in Section J of this solicitation for use by the offeror.

The offeror may provide additional narrative on any or all projects provided the offeror does not exceed the page count as specified in Section L paragraph 2.2. The offeror should present projects that demonstrate its experience in project management and execution of Environmental Remediation (ER) sites, site investigations/characterizations, studies, evaluations, designs, chemical testing, operation and maintenance, sampling, remediation of contaminated sites, and other related experience. The offeror may include both federal and commercial work. The offeror may include projects, which required similar types of cost containment insurance. The offeror must indicate whether it was prime or subcontractor on each project. If the offeror was the prime contractor, the

offeror shall also describe its primary role/duties in execution of the work (i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out). The offeror shall also provide information on the project as to the size, complexity, and distinctive and/or unique features of the project. The offeror should provide specific information to demonstrate that it has relevant experience to all of the potential activities for the resultant contract(s) as listed in Section C of this solicitation.

3.1.2. Volume I, Section I, Tab 2 – Resumes Of Key Personnel for This Contract

3.1.2.1. Key Personnel – The offeror shall provide the resumes of the key management personnel, which it expects will execute the work that may be awarded under this contract. Specifically, the offeror should provide a resume for the following five (5) key individuals. The resumes should clearly display proposed job title, education, states in which the individuals are registered, special qualifications and experience record showing title, specific duties, responsibilities and assignments and the dates these were held within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, the Contracting Officer shall approve replacement of any key personnel.** The following key personnel shall be identified:

(1) **Program Manager** - The offeror shall designate one individual as the Program Manager that will be assigned to this contract. The Program Manager shall be competent, experienced, and knowledgeable in the field of Environmental Remediation, and act as the primary point of contact (POC) for coordination with USACE, regulators, public interests, and the customer. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Program Manager shall also oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager should have the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field.

Professional registration, in their respective field, if appropriate.

Five (5) years experience in Program Management for other contracts/programs with a minimum of three (3) years working experience in Environmental Remediation sites.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

Experience and/or a working knowledge in Risk Management and Cost Containment (cost cap/stop loss) Insurance.

A basic understanding of Firm-Fixed Price Contracts.

(2) **Certified Industrial Hygienist** - The Contractor should designate and utilize at least one individual as the certified industrial hygienist (CIH) to develop, implement, and oversee all safety and health related aspects of Environmental Remediation work under this Contract and any individual task orders. The qualifications of the CIH should include:

Certification by the American Board of Industrial Hygiene (ABIH).

A minimum of a 4-year college degree in a related field from an accredited postsecondary institution.

A minimum of three (3) years working experience in Environmental Remediation site activities.

Demonstrated experience in air monitoring techniques and in development of respiratory protection and personal protective equipment programs for working in potentially toxic atmospheres and confined spaces.

Working knowledge of applicable federal, state, and local occupational safety and health regulations.

(3) **Contracts Manager** - The Contractor should designate one individual to perform the function of Contracts Manager who will ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists etc.) are performed in accordance with all terms of this Contract and any individual task orders. Also where applicable, the Contracts Manager will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Contracts Manager should have the following qualifications:

A college degree including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively, the Contracts Manager may have completed an examination equivalent to a Certified Professional Contracts Manager through the National Contracts Management Association.

Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

Training in acquisition, contract administration, cost and price analysis related to federal acquisition and firm-fixed price contracting experience.

Experience and/or working knowledge of risk management and Cost Containment (cost cap/stop loss) Insurance.

An understanding of Firm Fixed Price Contracts and Subcontracts.

(4) **Project Manager(s)** – The Contractor should provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a Project Manager (PM). For each Task Order issued, the Contractor shall designate a PM. The Contractor shall identify the PM and the PM's qualifications; experience and performance history shall be satisfactory to the Contracting Officer before issuance of the Task Order. The PM shall serve as the single point of contact for the Task Order, and shall be responsible for the management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE, the regulators, and the customer for the duration of the project, including monthly progress and cost reporting, if applicable. The Project Manager should have the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field and professional registration.

Professional registration, in their respective field, if appropriate.

A minimum of five (5) years Project Management experience, with a minimum of three (3) years in Environmental Remediation projects.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

Experience and/or working knowledge of risk management.

A basic understanding of Firm-Fixed Price Contracts

(5) **Risk Assessor (RA)** - The Contractor should designate and utilize a Risk Assessor who shall ensure that all risk assessment (human health and ecological) goals of the task order are attained. The Risk Assessor should have the following qualifications:

An advanced degree in toxicology, environmental toxicology, or a closely related field, to include public health, environmental health, epidemiology, industrial hygiene, environmental engineering, or environmental science.

A RA holding a Ph.D. in the appropriate field should have at least three (3) years of experience performing risk assessments at Environmental Remediation sites, or a RS holding a Master of Science degree in the appropriate field should have at least five (5) years of experience performing risk assessments at Environmental Remediation sites.

Working knowledge of Federal and State Regulations and Guidance dealing with risk assessments.

3.1.3. Volume I, Section I, Tab 3 – Organizational Structure of the Proposed Team

3.1.3.1. The organizational structure of the offeror's proposed team (all major subcontractors should be included in this organizational structure) for this contract should be outlined through a narrative and a diagrammed organizational chart. Key sub-organizations such as chemistry, safety, project management, engineering, construction, etc., should be shown and briefly described. The relationship of these capabilities to the offeror should be described; i.e. owned, subcontracted effort, joint venture, member of consortium, etc. The corporate/organizational narrative should include a brief list of the projects, which have been executed under this organizational structure and the length of time the sub-organization(s) not owned by the offeror has been a part of the organizational structure (or the team). It is important that the offeror clearly define the organizational roles/responsibilities and the contractual/legal responsibilities of the team or joint venture units and briefly describe how the project(s) will be accomplished under the proposed organizational structure.

3.1.3.2. Small Businesses are encouraged to form teaming arrangements, joint ventures, or consortiums involving two or more small businesses. For small business

teaming arrangements, the size standard is applied to the individual person or concerns, not to the combined assets of the joint venture. Note: This type of strategy allows members of the Small Business Community to leverage their capabilities to participate at the prime level without invalidating their status as small businesses. However, flowcharts/organizational diagrams should show the working arrangement of the team.

3.2. Volume I, Section II, - Past Performance

3.2.1. Volume I, Section II, Tab 1 – Past Performance Project Narrative With Points Of Contact

The offeror shall provide past performance information for each project listed in the offeror's experience in response to Section L, Paragraph 3.1.1 of this solicitation. The title of the project shall be consistent with the project experience description as required in Section L, Paragraph 3.1.1. of this solicitation **The offeror shall use the same or similar format to the Owner/Client Past Performance Survey sample form as found in Section J of this solicitation.**

3.2.1.1. Owner/Client Past Performance Survey Forms

The information provided by the owner/client past performance survey forms shall be used in evaluating the offeror's past performance. **The Survey Form may be reformatted to fit one page, but must contain all the questions and a comments section for the evaluator.** For each of the projects submitted in Volume I, Section I, Tab 1 - Summary of Previous Experience – Environmental Remediation Projects of their proposal, the offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor if appropriate). The POCs **may be contacted** to assess the scope of work performed and to evaluate performance of the projects listed under the previous experience tab of Section I under this Volume I, if necessary. The offeror should distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form should be distributed to the owner/client (of that particular project) by the offeror. The owner survey form should be returned by the owner/client directly to the Government Contracting Specialist –Famane C. Brown at the address given for proposal submission in Paragraph 1.4 of Section L or by email to Famane.C.Brown@usace.army.mil. **Submission shall be received by the proposal due date for receipt as stated in Paragraph 1.4 of this Section L. If submission is by mail, the envelope shall be marked, "Confidential Proposal Information for Solicitation DACA45-03-R-0027, DO NOT OPEN – ATTN: Famane Brown"** The Government shall evaluate the Past Performance survey page(s) **filled out by the owner/client** for this past performance section only. **These pages will NOT be counted as part of the contractor's proposal pages.**

NOTE: If the Offeror decides to use a project from a recent proposal submittal under one of the Omaha District Environmental Remediation Services Contracts, the Offeror may indicate this in this section of their proposal. This should be done by having a page in their proposal stating the following information on it:

Name of the Prime Contractor (on previous submitted past performance survey form):

Name of the Subcontractor (if subcontractor's past performance survey form):

Project Number for this Solicitation:

Previous ERS Solicitation Number for which the survey was submitted and the Project Number where the survey can be found by USACE:

NOTE: These past performance evaluation forms will not be released to the offeror at any time before or after contract award, in order for USACE to solicit unbiased/candid responses and comments.

3.2.1.2. Past Performance Evaluation

During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror. The Government will consider information submitted by the offeror, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the currency and relevancy of the information, the source of the information, and general trends in performance, along with any other information, which may help the Government assess performance risk. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination.

The Government intends to assess the relative risks associated with the offeror's performance based on the past performance information provided in the proposal.

A significant achievement, unexplained or unresolved problem, or lack of relevant data may significantly impact the risk rating by the Source Selection Evaluation Board (SSEB). Therefore, it is incumbent upon the offeror to include all relevant information, including demonstrated corrective actions, in its proposal.

In addition to the project information requested in this section, the offeror shall also provide notification and information concerning any projects where its right to proceed was terminated for default during the last three (3) years, or so state that there were none.

Offerors that have no past performance record will be given a neutral performance risk rating. In rating past performance, the SSEB may consider available past performance information on predecessor companies, employment histories of key personnel, or major subcontractors performing key elements of the project.

3.2.2. Volume I, Section II, Tab 2 - Past Performance With Regulators Including Points Of Contact

The offeror shall provide a narrative of its past performance in working with regulators with points of contact for those projects listed under Volume I, Section I, Tab 1 - Summary of Previous Experience – Environmental Remediation Projects of their proposal. Include information to demonstrate the offeror's ability to create and maintain a cooperative working environment with State and U.S. Environmental Protection Agency regulators. The offeror should provide information, which demonstrates experience with submitting accurate and timely reporting/regulatory submittals in accordance with regulatory requirements. The offeror should also provide Points of Contact (POCs) to Government so that the information provided can be independently verified. Regulatory

POCs **may be contacted** to obtain safety and environmental compliance information. Also, the offeror shall provide information on all environmentally reportable incident violations and environmental notice of violations in the past three (3) years, or so state that there were none.

3.3 Volume I, Section III – Insurance

3.3.1. Volume I, Section III, Tab 1 – Insurance Coverages Offered

The offeror shall identify its proposed insurance underwriter(s), the offeror's past working relationship with the insurance underwriter(s), general information on the underwriter(s), and the underwriter's A.M. Best rating. The offeror shall also provide a letter written by the insurance underwriter(s) on the insurance underwriter's letterhead stating their intent to insure the offeror, if the offeror is awarded a contract under this procurement. The offeror should provide evidence of any previous cost overrun insurance obtained for similar types of work or contracts held. The insurance underwriter(s) should also provide any limits of insurance capacity both on a per site basis and in the aggregate. **The insurance underwriter(s) should also provide a copy of the actual insurance policy complete with all the endorsements that will be used for the task orders awarded to the Contractor under this contract. The Government encourages innovative approaches to the insurances required under this contract. Alternatives that would expand the degree of risk transfer for the Government, reduce insurance premium costs, or would simplify the insurance review process for subsequent task orders are desirable.**

3.3.2. Volume I, Section III, Tab 2 – Corporate Assets

If Corporate assets will be relied upon to finance exclusions, deductibles before insurance attachment points, and self-insured retentions (SIRs), a description of the proposed corporate assets (e.g. corporate bonds, U.S. bonds, letters of credit from federally chartered financial institutions, certified or cashier's checks, bank drafts, certificates of deposit, guarantee agreements, corporate stock of publicly held corporations, etc.) should be provided as part of the Contractor's proposal. In addition, the offeror should provide financial data to support the financial stability of the firm to meet its above referenced commitments (e.g., CPA certified financial audits, Government financial stability audits, etc. - these will be excluded from the page count as the page number for these audits can not be determined).

The Corporate Assets that are proposed to cover the self-insured retention and other deductibles are being used for evaluation purposes. While no specific assets are excluded, the Government will assess the financial risk of the assets being offered. **However, the Contractor should provide in sufficient detail to facilitate an objective determination on how the contractor will meet its financial obligations to fund the self-insured retentions on the insurance policies. The contractor should explain the cost accounting procedures that will be used to keep the underwriters of the Cost Containment Insurance apprised of the historical costs incurred in completing the insured activities in the task order.**

Note: The Government may use other sources to ascertain the financial stability of the firm and its insurance underwriter other than the information provided in the indemnification package (e.g. 10K filings, audited annual reports of publicly held companies, Treasury Department information, etc.). This information may help the Government make its risk assessment and ultimately, its "best value" selection.

3.4. Volume I, Section IV – Corporate Technical Programs, Practices, and Plans

3.4.1. Volume I, Section IV, Tab 1 – Quality Assurance/Quality Control Program and Corporate Business Practices

The offeror shall provide a narrative of its corporate Quality Assurance/Quality Control (QA/QC) Program and its business practices, which demonstrates adherence to the QA/QC Program. The offeror shall also describe its data management experience and procedures used to maintain quality and accuracy of data from generation to reporting.

3.4.2. Volume I, Section IV, Tab 2 – Safety and Health Program

The Contractor should provide a narrative to describe its ongoing and successful execution of their Safety and Health Program, addressing items such as training, the number of current Safety and Health professionals and type, and the procedures used in the preparation and implementation of a Site Safety and Health Plan for an Environmental Remediation site. The offeror should provide a signed certification sheet stating that the offeror has developed and implemented a Safety and Health Program in accordance with OSHA regulation 29 CFR 1926.65(b) and EM 385-1-1, and provide a Table of Contents of the required written Safety and Health Program. The offeror should also certify that the Health and Safety supervision is performed by a Certified Industrial Hygienist (CIH) (the CIH should have at least 3 years of site experience in the Environmental Remediation field). The offeror should also provide a list of OSHA violations and reported accidents in the past five (5) years, or so state that there were none.

3.4.3. Volume I, Section IV, Tab 3 – Laboratory Plan

The offeror should provide the methods it uses to select the laboratories that would be utilized under this contract. The offeror should also indicate how it intends to ensure that the laboratory is certified (USACE or National Environmental Laboratory Accreditation Program (NELAP)). The offeror should describe procedures utilized for real-time corrective actions during the sample receipt and analysis process. The offeror should also verify that the laboratory is able to produce a data package in an electronic format.

3.5. Volume I, Section V - Utilization of Small Business Concerns

(THIS SECTION NEED ONLY BE COMPLETED BY LARGE BUSINESSES)

3.5.1. Volume I, Section V, TAB 1 – Subcontracting Plan)

If the offeror proposing on this solicitation is a large business concern, in accordance with the definition as identified in FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), the firm must submit a small business subcontracting plan in accordance with FAR Clause 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Oct 2001) (see Section I). The goals established for small business, small disadvantaged business, woman-owned business, HUBZone business, Service disabled veteran-owned small business, and historically black colleges/minority institution participation are as follows:

- Small Business -

57.2%

- Small Disadvantaged Business - 8.9%
 - Woman-Owned Small Business - 8.1%
 - HUBZone Business - 3.0%
 - Service-Disabled Veteran-Owned Small Business 3.0%
 - Historically Black Colleges/Minority Institutions 15.0%*
- *Non-Construction Only

NOTE: The Goals below the 57.2% Small Business Goal are subcategories of Small Business and are rolled up into that overall 57.2% Goal.

The offeror should provide as much specific information on proposed subcontracted effort for these contracts as possible. The Small Business Subcontracting Plan shall be thorough, complete, and in accordance with AFARS Appendix DD and FAR Clause 52.219-9, as it will be incorporated into the contract upon award of the contract to the offeror, if acceptable and upon approval of the Contracting Officer.

NOTE: All small business concerns as defined in the applicable FAR provisions referenced above are exempt from submitting small business subcontracting information.

3.5.2. Volume I, Section V, Tab 2 - Small Business Subcontracting Past Performance

Large business concerns as defined by FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), should submit their subcontracting compliance on previous projects identified under the Previous Experience – Environmental Remediation Projects in Volume I, Section I, Tab 1 – Summary of Previous Experience – Environmental Remediation Projects. These should be presented in the same order as in the Summary of Previous Experience Tab. If the project was not Government Project and did not require a Subcontracting Plan, state so, and provide all small business subcontracting percentages for those projects in order to show what, if any, utilization of small business was used on the project. This description should include: the project name; the contract number; the amount of the contract; the Governmental agency that administered the plan and a point of contact with their telephone number, fax number and email address, if available; a point of contact from the firm which administers the plan internally with their telephone number, fax number and email address, if available; the individual responsible for the administration of the subcontracting plan with their address, phone number, fax and email address, if available; the proposed goal percentages for each member of the Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB)), along with the actual percentages reached on each project; and any letters/memorandums that document or record subcontracting performance, compliance or surveillance visits. This requirement may be supported by using copies of the U.S. Government Standard Form 294, filled out completely. The Government understands that Small Business Utilization is collected on a Macro Basis, however it is also interested on how the firm performed on each "project". Therefore, the Offeror should submit its Small Business Subcontracting Past Performance on each of the "projects", be it a Task Order from and ID/IQ Contract, or a site specific – non ID/IQ type contract.

3.5.3. Volume I, Section V, Tab 3 - Proposed Small Business Subcontracting Opportunities

Large business concerns shall submit a narrative description of the types of services the firm proposes to subcontract with small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB), along with the proposed percentages of their participation, to demonstrate a plan to meet the subcontracting goals that will apply to these contracts. If practical, the offeror will provide specific information on proposed subcontracted effort for this project.

3.6. Volume II, Section I - Contractor Information, Certifications, and Costs

This solicitation provides a Section B – Supplies or Services & Prices/Costs upon which the offeror is to use as a basis for providing cost information. The intent of the Government is to determine the reasonableness and affordability of each offeror over the life of the contract.

3.6.1. Volume II, Section I, Tab 1 - Supplies or Services and Cost/Prices (Section B)

3.6.1.1. The offeror shall fill out in its entirety only one (1) Table 1 from Section B. The rates that the offeror proposes should be fully loaded rates for both the base and option periods and should include profit. The offeror shall provide only one rate for each discipline in the base period and one in the option period.

3.6.2. Volume II, Section I, Tab 2 – Sample Problem Assumptions, Technical Approach, and Cost Proposal

The Offeror should submit any assumptions used when preparing the performance-based cost proposal in order to explain how the Offeror's technical approach will be implemented and how it will reach the milestones that were developed for the sample project.

The Offeror is instructed to develop its best and most reasonable/acceptable solution to the sample problem in order to achieve all milestones required. The Offeror is to assume the work will start one month from the closing date of this solicitation. The Government will evaluate the assumptions, the technical approach, the time to complete each milestone, the cost to complete each milestone, and the overall cost to complete the sample project. Even though the technical description of the Sample Project is abbreviated, the cost proposal should address the full work effort. This estimate shall be limited to ten (10) pages. *Bonding Costs will not be required for this sample project. **Cost Containment Insurance Premium for this sample project is \$485,000.00 and will be added to the total cost of the project as a separate contract line item (CLIN) in the cost proposal. (Offerors do not need to get an insurance quote for this sample project as we have provided it above.)*** Any contingencies should be included in the estimate and should be explained in the assumptions. The Wage Determinations (Service Contract Act and Davis-Bacon) can be found in this Section J of this RFP.

It is the Government's intent to have performance-based scopes of work for all projects. Therefore the Offeror should prepare a performance-based cost proposal based

off the sample project. The Government understands it is somewhat difficult, however, the offeror should use realistic assumptions and document those assumptions.

The Offeror should also provide a brief narrative describing the impacts on home office, field office, and relocation costs. The narrative should also discuss how any of the impacts described above would be minimized so that the work will be completed successfully.

**3.6.3. Volume II, Section I, Tab 3 - Representations and Certifications
(Section K)**

The offeror shall fill out in its entirety all of Section K that applies to the offeror. The offeror's responsibility will be reviewed in accordance with FAR Part 9.

**3.6.4. Volume II, Section I, Tab 4 - SF33, Solicitation, Offer, and Award
(Section A)**

The offeror shall fill out in its entirety all of Section A (SF33) that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company. Any amendments that are issued shall be acknowledged by the offeror on the SF33.

(End of Section L)

Section M – Evaluation Factors For Award

52.217-5 – Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR Part 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

1. Source Selection Evaluation Board (SSEB)

1.1. A Source Selection Evaluation Board (SSEB) will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any subsequent discussions required, as well as information obtained from other sources, e.g. past performance information. The SSEB will not consider any information or data incorporated by reference or otherwise referred to. The identities of the SSEB personnel are confidential, and any attempt by the offerors to contact these individuals is prohibited.

1.2. The SSEB will evaluate the proposals submitted and assign a consensus rating for each proposal. Cost information will then be considered on a subjective basis.

2. Source Selection

All offers received in response to this solicitation will be evaluated in accordance with the requirements of Sections "L", "M", and the Source Selection Plan. The result from this source selection will be up to three (3) awards to a maximum of three (3) offerors awarded on the basis of full-and-open competition. The principal objective of the evaluation process is to make award of up to three (3) Indefinite Delivery/Indefinite Quantity Multiple Award Remediation Contracts for Environmental Remediation Services to the responsible offeror(s) whose proposal is/are determined to be the "best value" to the Government, price and other factors considered. The Government will use a trade-off selection process to determine the offeror(s) who represent the best value to the Government. If the award of the contract(s) are not in the best interest of the Government, the contract award(s) will not take place. A competitive range determination, if necessary, will be determined from the information submitted in the proposals. Identified weaknesses will form the basis for discussions, if necessary. The rating results of the evaluation along with the subjective evaluation of the pricing in a "trade-off" evaluation process will form the basis for source selection.

3. Source Selection Process

3.1. **SSEB Evaluation** - The SSEB will evaluate all conforming proposals received. Those that do not comply with the general conformance requirements may be considered to have a critical defect, i.e. the offeror has not complied with the basic solicitation requirements and the proposal cannot be remedied without major revisions. ***A "Critical Defect" is defined as a defect that cannot be remedied without a substantial revision or rewrite of the proposal.*** If the Contracting Officer determines that there is a critical defect, the proposal will not be evaluated further and will be eliminated from further consideration. The offeror will be notified, as soon as practicable, of the decision that its proposal has a critical defect.

The SSEB will evaluate all conforming proposals for each factor and subfactor identified in the solicitation. All information requested will be evaluated unless the offeror exceeds the page limit parameters. Ratings of the offers will then be discussed among the SSEB voting members, a consensus reached and recorded. Cost will be subjectively evaluated by the SSEB using a sample problem and Table 1 in Section B of the solicitation. The cost portion of this evaluation will be subjectively evaluated and a best value analysis of the proposal as a whole performed to determine best value to the Government. Submittals in response to the sample project will be analyzed to ensure that offerors have a clear understanding of the work requirements as stated in the sample project in Section J of this solicitation.

3.2. SSA Evaluation - The SSA will make the final Source Selection decision based on the information provided from the SSEB and the evaluation process, in addition to an independent comparative analysis.

3.2.1. Establishment of a Competitive Range (if necessary) –

Competitive Range - A “Competitive Range” is a subjective determination of the most highly rated proposals. The Contracting Officer shall establish a competitive range of all the most highly rated proposals with approval by the SSA. The Government may limit the number of offerors in the competitive range for efficiency reasons (FAR Part 15.306(c)(2)). The Government may choose to award without discussions. If award is made without discussions, a competitive range will not be established.

3.3. Possible Exchanges During the Selection Process -

3.3.1. Clarifications - Clarification - is defined as limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award is to be made without discussions, offerors may be given the opportunity to clarify certain aspects of proposals, including an offeror’s past performance, or to resolve minor or clerical errors. When clarifications are needed, communication with a offeror will be handled through the Contracting Officer. Clarifications do not provide the offeror an opportunity to revise or modify its proposal, except for correction of apparent clerical mistakes that would ultimately result in a revision.

3.3.2. Communications - Communications may take place with offerors before the establishment of a competitive range. Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range. Communications may only be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications, if required, shall address adverse past performance information to which an offeror has not had a prior opportunity to respond and may only be held with those offerors whose exclusion from, or inclusion in, the competitive range is uncertain. Communications may be conducted to enhance Government understanding of proposals; allow reasonable interpretation of the proposal; or facilitate the Government’s evaluation process. Such communications shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Such communications may be considered in rating proposals for the purpose of establishing the competitive range. Communications shall not provide an opportunity for the offeror to revise its proposal, but may address ambiguities in the proposal or other concerns such as perceived deficiencies, weaknesses, errors, omissions, or mistakes, and information relating to relevant past performance.

3.3.3. Discussions – Exchanges with offerors, between the Government and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These exchanges with offerors take place after the establishment of the competitive range and are called discussions. The objective of discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.

4. Proposal Evaluation Ratings and Importance of Factors/Subfactors -

As established in Sections L and M of the solicitation, the following factors and subfactors will form the basis of proposal evaluation. The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, cost or price and the factors/subfactors listed below considered. For this solicitation, the factors other than cost or price are significantly more important than cost or price. The evaluation process uses adjectival scoring for each volume except for Volume II containing the cost information of the proposals. The cost and pricing information found in Volume II will be subjectively evaluated. **Note again: all evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.**

Volume I, Section I - Previous Experience, Personnel, and Organization is the highest weighted factor in this procurement. Within this factor there are three subfactors: previous experience, resumes of key personnel, and organizational structure of the proposed team. Previous experience is of greater importance than the other two subfactors. Key personnel is of greater importance than the organizational structure of the proposed team, but less important than previous experience. The organizational structure of the proposed team is the least important of the three subfactors.

Volume I, Section II – Past Performance is the second highest weighted factor that is more important than Volume I, Section III – Insurance but less important than Volume I, Section I – Previous Experience, Personnel, and Organization. Within this factor there are two subfactors: past performance project narrative and past performance with regulators. Past performance project narrative is of greater importance than past performance with regulators.

Volume I, Section III – Insurance is the third highest weighted factor that is of equal importance as Volume I, Section IV – Corporate Technical Programs, Practices, and Plans, but of less importance than Volume I, Section II – Past Performance. Within this factor there are two subfactors: insurance coverages offered and corporate assets. Insurance coverages offered is of greater importance than corporate assets.

Volume I, Section IV – Corporate Technical Programs, Practices, and Plans is of equal importance to the third highest weighted factor, Volume I, Section III – Insurance, but of greater importance than Volume I, Section V – Utilization of Small Business Concerns. Within this factor there are three subfactors: Quality Control/Quality Assurance Program & Corporate Business Practices, Laboratory Plan, and Safety and Health Program. Quality Control/Quality Assurance & Corporate Business Practices is of higher importance than the Laboratory Plan and Safety and Health Program, which are of equal importance.

Volume I, Section V – Utilization of Small Business Concerns is the least weighted of all the technical/business/past performance factors. Within this factor there are three subfactors: Subcontracting Plan, Small Business Subcontracting Past Performance, and Proposed Small Business Subcontracting Opportunities. The Subcontracting Plan is of equal importance to the Small Business Subcontracting Past Performance, but of more importance than Proposed Small Business Subcontracting Opportunities.

The factors and subfactors are listed below in the table – in descending order of importance – except for those equalities stated above:

VOLUME I – EVALUATION FACTORS AND SUBFACTORS
<p><u>Volume I, Section I: Previous Experience, Personnel, and Organization</u></p> <ul style="list-style-type: none"> • Tab 1/Previous Experience – Environmental Remediation Projects • Tab 2/Resumes of Key Personnel for this Contract • Tab 3/Organizational Structure of the Proposed Team
<p><u>Volume I, Section II: Past Performance</u></p> <ul style="list-style-type: none"> • Tab 1/Past Performance Project Narrative With Points of Contact • Tab 2/Past Performance with Regulators Including Points of Contact
<p><u>Volume I, Section III: Insurance</u></p> <ul style="list-style-type: none"> • Tab 1/Insurance Coverages Offered • Tab 2/Corporate Assets
<p><u>Volume I, Section IV: Corporate Technical Programs, Practices, and Plans</u></p> <ul style="list-style-type: none"> • Tab 1/Quality Control/Quality Assurance Program & Corporate Business Practices • Tab 2/Safety and Health Program • Tab 3/Laboratory Plan
<p><u>Volume I, Section V: Utilization of Small Business Concerns</u> <u>(To Be Completed By Large Business Only)</u></p> <ul style="list-style-type: none"> • Tab 1/Subcontracting Plan • Tab 2/Small Business Subcontracting Past Performance • Tab 3/Proposed Small Business Subcontracting Opportunities <p>Note: The Maximum Number of Pages for Section V:</p> <ul style="list-style-type: none"> • Large Business – 25 Pages • Small Business – 0 Pages (Small Business is not required to submit information for this section) <p><u>NOTE: The Offeror/Large Business shall not utilize unused pages from this section to supplement other technical sections. If they choose to submit excess pages, the excess pages will not be evaluated by the SSEB.</u></p>
VOLUME II – COST EVALUATION FACTORS AND OTHER CONTRACT DOCUMENTS
<p><u>Volume II, Section I: Contractor Information, Certifications and Costs</u></p> <ul style="list-style-type: none"> • Tab 1/Supplies or Services and Prices/Costs (Section B). This section will be subjectively evaluated. • Tab 2/Sample Problem Assumptions, Technical Approach & Cost Proposal. This section will be subjectively evaluated. • Tab 3/Representations and Certifications (Section K). This section will not be evaluated other than looked at for completion. • Tab 4/SF 33, Solicitation, Offer, and Award (Section A). This section will not be evaluated other than looked at for completion.

4.1. Each major factor and subfactor contained in Volume I, Section I, and Volume I, Section IV, which reflect the Government's confidence in each offeror's technical ability, as demonstrated in its proposal, to perform the requirements stated in the RFP, shall be evaluated based on the following:

(i) Excellent: Proposal demonstrates an excellent understanding of requirements and offeror's proposal shows that they have significantly exceeded performance or capability standards. Proposal has exceptional strengths that will significantly benefit the Government. Proposal represents very low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(ii) Good: Proposal demonstrates a good understanding of requirements and offeror's proposal shows that they have exceeded performance or capability standards. Proposal has two or more strengths that will benefit the Government. Proposal represents low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iii) Satisfactory: Proposal demonstrates acceptable understanding of the requirements and offeror's proposal meets performance or capability standards. Proposal demonstrates one strength that will benefit the Government. Proposal represents moderate risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iv) Marginal: Proposal demonstrates shallow understanding of requirements and offeror's proposal only marginally meets performance or capability standards for minimal but acceptable contract performance. Proposal has no strengths that will benefit the Government and may have weaknesses that are detrimental to the Government. Proposal represents high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(v) Unsatisfactory: Fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal. Proposal represents very high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

4.2. Past Performance Risk Ratings shall be done for each major factor and sub factor contained in Past Performance Volume I, Section II and Volume I, Section V, Tab 2, Small Business Subcontracting Plan Past Performance. Past Performance Risk Ratings assess the risks associated with each offeror's likelihood of success in performing the requirements stated in the RFP based on the offeror's demonstrated performance on recent contracts. SSEB members and the SSA may use personal knowledge or information from other sources in its evaluation of an offeror's past performance, provided such information is consistent with the established evaluation criteria of the RFP. Offerors that have no relevant performance record will be given a neutral/unknown risk rating for these factors.

(i) Neutral/Unknown Risk: The offeror has no relevant performance record. A thorough search was unable to identify any past performance information.

(ii) Very Low Risk: Offeror's past performance record provides essentially no doubt that the offeror will successfully perform any future required effort.

(iii) Low Risk: Offeror's past performance record provides little doubt that the offeror will successfully perform any future required effort.

(iv) Moderate Risk: Offeror's past performance record provides some doubt that the offeror will successfully perform any future required effort.

(v) High Risk: Offeror's past performance record provides substantial doubt that the offeror will successfully perform any future required effort.

(vi) Very High Risk: Offeror's past performance record or lack thereof, provides extreme doubt that the offeror will successfully perform any future required effort.

4.3. Insurance Risk Ratings shall be done for done for Volume I, Section III – Insurance and each subfactor under this major factor. Insurance Risk Ratings assess the risks associated with each offeror's likelihood of obtaining the required cost containment insurance that carry more favorable terms for the Government. The ratings also will assess the risk of the offeror's maintaining its financial stability over the life of the contract. The rating criteria are as follows:

(i) Low Risk: The offeror's insurance terms are favorable to the Government. The offeror has a good record of showing financial stability and there is no evidence that shows its stability weakening over the life of the contract.

(ii) Moderate Risk: The offeror's insurance terms are acceptable to the Government, but the Government sees little benefit from the terms presented by the offeror. The offeror is currently financially stable, and there is no evidence that the stability will increase or decrease over the life of the contract.

(iii) High Risk: The offeror's insurance terms are not acceptable to the Government and would cause the Government to take on additional risk associated with work being performed under this contract. The offeror's financial stability is weak and questionable as to whether it will strengthen over the life of the contract.

4.4. The cost/price portion of the proposal for evaluation will be subjectively evaluated allowing for a "best value" analysis of the proposal as a whole using a trade-off process. **All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.**

4.5. Should the proposal contain a critical defect, the proposal shall be handled as accordance with Paragraph 3.1.

5. Factor and SubFactor Evaluation Criteria

The Government will evaluate the information submitted in accordance with Section L of the RFP and the Source Selection Plan. The Government will use the criteria evaluation system established in Section M of the RFP and the Source Selection Plan.

5.1. Volume I, Section I – Previous Experience, Personnel, and Organization

5.1.1. Volume I, Section I, Tab 1 – Summary of Previous Experience – Environmental Remediation Projects

The contractor's previous experience will be examined for breadth and depth of work performed on a "project" **as defined in Section L Paragraph 3.1.1**. The Government places value on demonstrated remedial action field activities experience, engineering support services experience, and experience in developing studies, analyzing impacts, and conducting investigations. The Government places a higher value on projects that employed innovative technology. The Government places a higher value on projects that implemented value-engineering processes to cut design or remediation time and costs for the customer. The Government places a higher value on a demonstrated ability to execute federal work and projects in which the firm or small business

team, joint venture, or consortium involving two or more small businesses served as the prime contractor. The Government places a higher value on larger projects and projects with multiple sites. The Government places a higher value on more complex, yet successful projects. The Government places a higher value on projects, which have regulatory interface, stakeholder interface, and performance-based milestones. The Government places higher value on projects, which required cost containment insurance similar to the insurance required under this RFP. The Government places a higher value on environmental projects that were accomplished using Firm Fixed Price Contracting. Finally, the Government places a higher value on projects, which were completed on time, within budget, and met the project objectives.

5.1.2. Volume I, Section I, Tab 2 - Resumes of Key Personnel for This Contract

The Government will evaluate this portion of the proposal based on the requirements set forth in the as specified in Section L. In addition, the Government places a higher value on key personnel that have a diversity of project experience, education, and qualifications. The Government places a higher value on personnel that have experience working on Government projects. The Government will place higher value on those personnel that have proven their expertise in their field by successful completion of the projects provided under Volume I, Section I, Tab 1 – Previous Experience. The Government places higher value on project managers that managed projects with performance-based milestones and management of projects with cost containment insurance. Finally, the Government places the highest value on those personnel that have exceeded the minimum requirements specified in Section L.

5.1.3. Volume I, Section I, Tab 3 - Organizational Structure of the Proposed Team

The Government places a higher value on an organizational structure that shows clear roles and responsibilities, excellent communication networks, and identifies how safety throughout the organization will be addressed. The Government places a higher value on organizational relationships, which have been used on other projects such as those presented in Volume I, Section I, Tab 1. The Government places a higher value on organizational structures, which demonstrate tangible benefits resulting in greater customer satisfaction. The Government places a higher value on proposals that provide a description of the relationship/contractual agreements with the proposed subcontractors.

5.2. Volume I, Section II - Past Performance

5.2.1. Volume I, Section II, Tab 1 - Past Performance Project Narrative With Points of Contact

The Government will target areas covered in the requirements of this proposal including records of conforming to contract specifications, standards of workmanship, adherence to contract schedules, customer service and commitment to customer satisfaction, and the firm's professional relationship with the customer and other stakeholders. The Government also places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. Owner/Client Past Performance Survey Forms documenting an excellent performance rating by the contractor on a specific project or telephone interviews with POCs identified in the proposal). The Government also places a higher value on projects, which provided particular difficulty or unique challenges and the innovative methods the contractor used to resolve problems successfully. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, or the offeror has no past performance record, the offeror will be given a neutral/unknown risk rating.

5.2.2. Volume I, Section II, Tab 2 – Past Performance with Regulators Including Points of Contact

The Government places a higher value on a demonstrated ability to successfully work with state and federal regulators. The Government also places higher value on proposals, which document regulatory compliance, as well as resolution of regulatory issues along with demonstrated regulatory closure at project sites on an expedited basis. The Government places a higher value on no environmentally reportable incident violations and no environmental notice of violations in the past three years. The Government places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. telephone interviews with POCs identified in the proposal). If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, or the offeror has no past performance record, the offeror will be given a neutral/unknown risk rating.

5.3. Volume I, Section III: Insurance

5.3.1. Volume I, Section III, Tab 1 – Insurance Coverages Offered

The Government will evaluate this portion of the proposal based on the requirements set forth in Section L. The Government places a higher value on offerors that have an insurance underwriter(s) that has expressed willingness to work with the offeror to provide the types of insurance coverage(s) required in this solicitation. **The Government places a higher value on those offerors that provide a copy of the actual insurance policy complete with all the endorsements that will be used for the task orders awarded to the Contractor under this contract.** The Government places a higher value on offerors that have had previous cost containment insurance coverage on similar types of fixed-price contracts/projects that can be expected under these contracts. The Government also places higher value on specific information describing the proposed cost containment insurance along with detailed information that supports more favorable terms for the Government.

5.3.2. Volume I, Section III, Tab 2 – Corporate Assets

The Government will evaluate this portion of the proposal based on the requirements set forth in Section L. In addition, the Government places a higher value on offerors that provide a detailed description of those corporate assets that will be used to finance any exclusions, deductibles before attachment points and self-insured retentions. The Government also places a higher value on offerors that are financially stable to support such potential costs. The Government places a higher value on offerors that provide sources of proof of financial stability (i.e. e.g. 10K filings, audited annual reports of publicly held companies, Treasury Department information, etc.) within their proposal. **The Government places a higher value on offerors that explain the cost accounting procedures that will be used to keep the underwriters of the Cost Containment Insurance apprised of the historical costs incurred in completing the insured activities in the task order.**

5.4. Volume I, Section IV: Corporate Technical Programs, Practices, and Plans

5.4.1. Volume I, Section IV, Tab 1 – Quality Assurance/Quality Control Program & Corporate Business Practices

The Government will evaluate this portion of the proposal based on the requirements set forth as specified in Section L. In addition, the Government places a higher value on innovative practices and programs, which have resulted in demonstrated increases in the quality of outputs. The Government places a higher value on construction and operational demonstrated approaches that resulted in demonstrated increases in the quality of the outputs. The Government places a higher value on a QA/QC Program, which demonstrates data quality assurance measures are in place and how they have been used on previous projects.

5.4.2. Volume I, Section IV, Tab 2 – Safety and Health Program

The Government places a higher value on innovative practices or programs, which demonstrate a reduction in Health and Safety accidents. The Government places a lower value on projects with accidents. Conversely, the Government places a higher value on programs without any major accidents in the last three years. The Government also places a higher value on a Safety and Health Program that includes procedures and requirements for the variety of work proposed under this contract.

5.4.3. Volume I, Section IV, Tab 3 – Laboratory Plan

The Government places a higher value on laboratories that are USACE and/or NELAP certified. The Government places a higher value on plans that describe the procedures that will be utilized for real-time corrective actions during the sample receipt and analysis process. The Government places a higher value on plans that describe the QA/QC procedures that will be used for chemical sampling, handling, shipping, and testing. The Government places a higher value on plans that document control procedures to ensure that the data packages are produced in an electronic format.

5.5. Volume I, Section V – Utilization of Small Business Concerns (Only Large Business will be evaluated on this Section – Small Business Receives Highest Rating)

5.5.1. Volume I Section V, Tab 1 – Subcontracting Plan

The Government will evaluate the offeror's Subcontracting Plan using AFARS Appendix DD - Subcontracting Plan Evaluation Guide - dated 01 June 1996 and the requirements FAR Clause 52.219-9. The Government will not award a contract to a large business without an approved subcontracting plan.

5.5.2. Volume I, Section V, Tab 2 – Small Business Subcontracting Plan Past Performance

The Government will evaluate the offeror's utilization of Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), hubzone business (HUBZone), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB) in past contracts. The Government places a higher value on offerors that met or exceeded contract goals on previous "projects" as defined in Section L, and has been well documented through use of DD 294s and SBA correspondence. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, the offeror will be given a neutral rating. If the offeror submits projects that are not Government projects, the Offeror should state that there were no goals for those projects with a valid reason, but show what percentages of

subcontracting to small business, if any, were actually achieved. The Government also places a higher value on non-Government projects that utilize small business.

5.5.3. Volume I Section V, Tab 3 – Proposed Small Business Subcontracting Opportunities

The Government places a higher value on a proposed subcontracting plan that exceeds the goals established in Section L of this solicitation. The Government also places a higher value on plans, which are more specific in nature as to the proposed subcontracting opportunities for Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), hubzone business (HUBZone), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB).

5.6. Volume II, Section I – Contractor Information, Certifications, and Costs

The cost portion of this evaluation will be subjectively evaluated and a best value analysis of the proposal as a whole performed to determine best value to the Government. Cost analysis will be used for the purpose of determining the cost reasonableness, life-cycle costs of the projects, cost realism, and overall best value of the proposals. It will also assist in assuring that offerors have a clear understanding of the work requirements as stated in the sample project in Section J of this solicitation.

5.6.1. Volume II, Section I, Tab 1 - Supplies or Services and Cost/Prices (Section B)

The offeror shall fill out in its entirety all of Section B. The information provided by the offeror will be subjectively evaluated to determine the overall best value to the Government for the base period and option period of this Contract using a tradeoff process.

5.6.2. Volume II, Section I, Tab 2 – Sample Problem Assumptions, Technical Approach & Cost Proposal

The Government will evaluate this tab based on how well the Offeror has complied with the requirements specified in Section L of this Solicitation. The Offeror should submit the assumptions used when preparing the performance based cost proposal in order to explain how the Offeror plans on addressing the sample problem (technical approach) and how they will reach each of the milestones for the sample project provided in Section J. The Government will subjectively evaluate these assumptions for their reasonableness and validity for the technical approach used on the sample project. The Government will also subjectively evaluate the technical approach used, the time and costs to reach each of the milestones, as well as the overall cost to complete. The Government will evaluate the reasonableness of the Offeror's technical approach being accepted by the regulators for the scope of services specified in the sample project.

5.6.3. Volume II, Section I, Tab 3 - Representations and Certifications (Section K)

This tab will not be evaluated, however the offeror shall fill out completely all representations and certifications in Section K of this solicitation.

5.6.4. Volume II, Section I, Tab 4 - SF33, Solicitation, Offer, and Award (Section A)

Although this tab will not be evaluated, the SF33 shall be filled out completely by the offeror and signed by an official that is authorized to bind the company. The offeror shall also acknowledge all amendments to the solicitation in accordance with the instructions on the Standard Form 30.

6. Debriefing

6.1. The debriefing of all offerors, successful or unsuccessful, will be conducted in accordance with FAR Part 15.505 – Pre-award Debriefing of Offerors or FAR Part 15.506 – Post-award Debriefing Offerors. To the maximum extent practicable, debriefings should occur within five days after receipt of the written request. “Day” for the purposes of debriefing means calendar day, except that the period will run until a day which is not a Saturday, Sunday, or Legal Holiday. A summary of the debriefing shall be included in the official contract file. **Offerors shall be permitted only one (1) debriefing.**

6.1.1. In accordance with FAR Part 15.505 – Pre-award Debriefing of Offerors - Offerors excluded from the competitive range or otherwise excluded from the competition before award, may have a pre-award debriefing, upon written request for debriefing to the contracting officer within three days after receipt of notice of exclusion from the competition.

6.1.2. The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the pre-award debriefing information shall include:

6.1.2.1. The agency's evaluation of significant elements of the offeror's proposal;

6.1.2.2. A summary of the rationale for eliminating the offeror from the competition;

6.1.2.3. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the Competition.

6.1.3. The pre-award debriefings shall not disclose:

6.1.3.1. The number of offerors;

6.1.3.2. The identity of other offerors;

6.1.3.3. The content of other offerors proposals;

6.1.3.4. The ranking of other offerors;

6.1.3.5. The evaluation of other offerors;

6.1.3.6. Any of the information prohibited in FAR Part 15.506(e).

6.2. In accordance with FAR Part 15.506 – Post-award Debriefing of Offerors - Offerors, upon written request received by the contracting officer within three days after receipt of notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

6.3. The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the debriefing information shall include:

6.3.1. The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

6.3.2. The overall evaluated cost or price and technical rating, if applicable of the debriefed offeror, and past performance information on the debriefed offeror;

6.3.3. The overall ranking of all offerors when any ranking was developed by the agency during the source selection;

6.3.4. A summary of the rationale for award;

6.3.5. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

6.4. The debriefings shall not;

6.4.1. Allow a point-by-point comparison of the debriefed offeror's proposal with those of other offerors

6.4.2. Reveal any information prohibited from disclosure or exempt from release under the Freedom of Information Act to include:

6.4.2.1. Trade Secrets

6.4.2.2. Privileged or Confidential manufacturing processes or techniques;

6.4.2.3. Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information;

6.4.2.4. The names of individuals providing reference information about an offeror's past performance.

6.5. When practicable, debriefing requests received more than three days after the offeror receives notice of contract award shall be accommodated. A Contracting Representative and the Chairperson of the SSEB will schedule the debriefing(s). Release of source selection information after award will be the responsibility of the Contracting Division in conjunction with the Office of Counsel.

Note: Due to limited space available, the contractor should limit the number of attendee's at the debriefing to four (4) or fewer.

(End of Section M)